FIA Tech Electronic Give-Up Automated Invoicing System (eGAINS)

On-Boarding Kit

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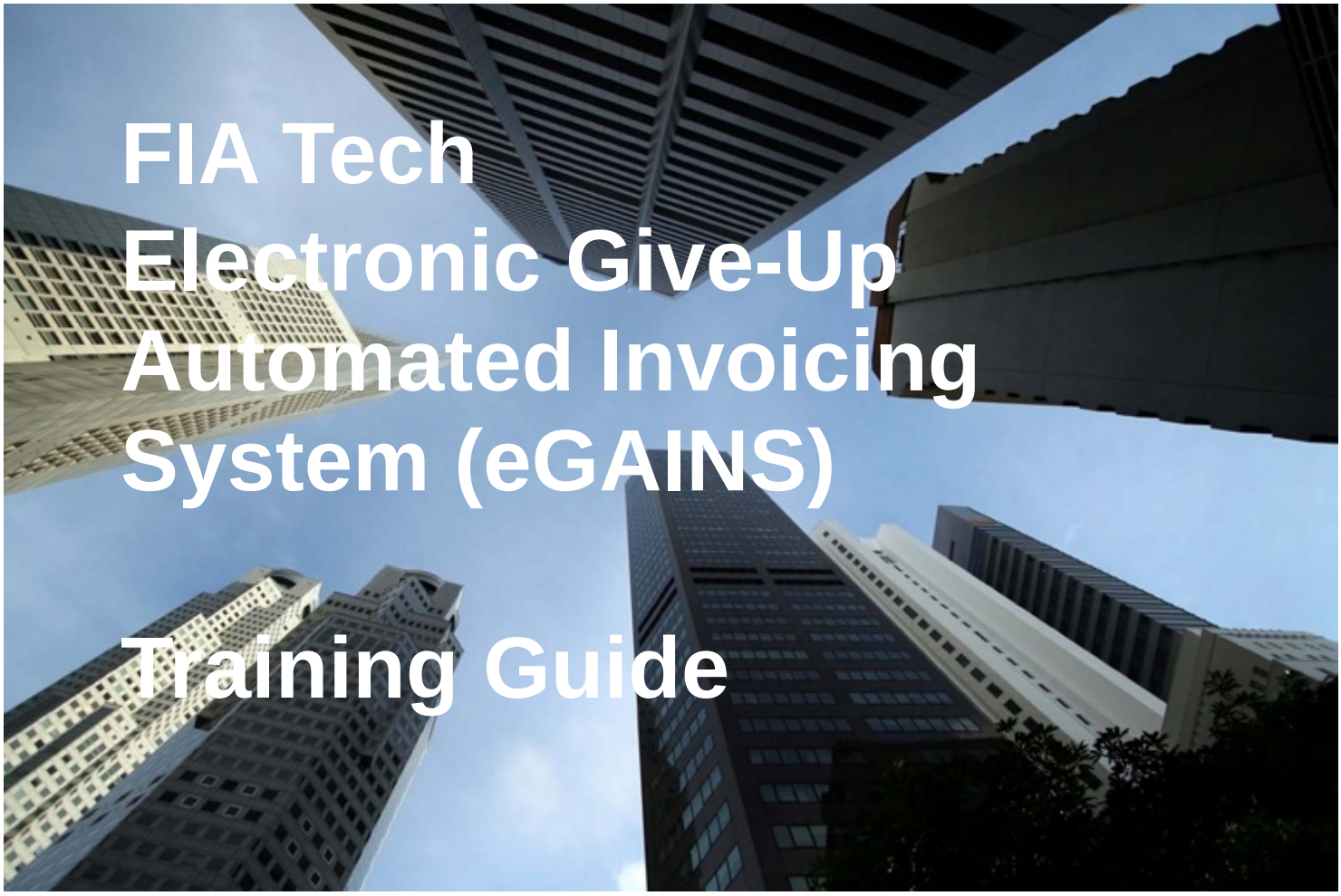

FIA Tech
Electronic Give-Up Automated Invoicing System (eGAINS)

Training Guide

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Chapter 1 eGAINS

Welcome to the FIA Tech Electronic Give-Up Automated Inventory System (eGAINS). This section defines eGAINS terminology, provides a systems overview, outlines eGAINS functions, reviews participant set-ups, and details steps necessary to sign on to the eGAINS system.

1.1 Overview

The Futures Industry Association (FIA) spent the last three years helping the listed derivatives industry address inefficiencies in the give-up process. In February 2007, FIA launched EGUS - an electronic system to execute give-up agreements. Concurrently FIA has been working with the Futures and Options Association to put a system in place to manage give-up payments between executing and clearing brokers.

U.S. exchanges and clearing organizations have developed proprietary systems to automate their billing process and manage the clearing member firms' payables and receivables (i.e. GAINS). The FIA European Chapter worked for over a decade to get a similar system in place for the European markets. Attempts to launch a similar system for the European markets were unsuccessful because the exchanges did not want to share their data with competing clearinghouses. To solve this dilemma, the FIA agreed to license GAINS from The Clearing Corporation (CCorp) and enlist the services of an independent third-party service provider (Markit Group) to run the system.

FIA Technology Services, Inc., a wholly owned subsidiary of FIA, is the administrator of eGAINS. Participating exchanges send trade data electronically at the end of each trading day to Markit and eGAINS downloads agreement and rate information from EGUS. The eGAINS application cross references the exchange trade data against EGUS agreements resulting in daily and month-end trade summaries and billing reports. At the end of the monthly billing cycle, FIA Tech facilitates pay/collects to participant accounts.

Highlights

- eGAINS is a web-based application for billing give-up transactions.
- For standalone processing (agreement and rate detail not extracted from EGUS), the Executing participant is responsible for entering the give-up agreement, account, and rate into eGAINS.
- The Bill To participant (Carrying / Third-Party) reviews the give-up agreement, account, rate and trade information.
- eGAINS calculates the give-up transaction fee by querying the executing firm, executing account, carrying firm and carrying account. This information is used to locate the executing agreement and associated rate table.
- At month-end, the billing cycle allows participants to review payments, reject/resolve discrepancies, and/or approve payments. At the completion of the cycle, eGAINS automatically generates payments to the Executing participant from the Bill To participant through the banking interface.
- eGAINS allows the third party or customer to view trades, accept or reject transactions and payments, and automatically process payments through the banking interface.

1.2 Terminology

It is helpful to understand the following terms when using eGAINS:

Agreement – An electronic give-up agreement that can be initiated in EGUS or uploaded in a PDF file (legacy agreement) and tagged for saving and easy retrieval in EGUS.

Banking Correspondent - Commercial bank designated by FIA Tech to facilitate eGAINS payment transactions.

Carrying Broker - A firm that carries on its books positions that were executed by it or by another firm.

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Clearing Broker - The party that maintains a futures clearing account for the Customer and to which the positions resulting from orders executed by an Executing Broker pursuant to the Agreement ultimately are given up.

Contact – A person who is a associated with an eGAINS institution and can be assigned as a Documentation Contact, Billing Contact, and an eGAINS user with permissions to perform workflow actions on behalf of various parties within an institution. Contacts log in to eGAINS to review trades, reports, and banking activity.

Customer - The party to whose account the positions ultimately will be given up for clearing. Notwithstanding that the Customer or client may authorize another party to place orders on its behalf, the Customer is always a party to the give-up agreement.

eRate Schedule – A set of rates that can be defined and saved in EGUS using the Maintain Rate Schedule Library option. In EGUS, users define rates using a structure of Exchange, Product Type, and Product and/or set up blanket rate schedules for all Exchanges, selected Exchanges, and selected Product Types for an Exchange.

Executing Broker - The party that executes trades on a futures exchange pursuant to orders received from the Customer, Trader or another authorized agent of the Customer. The positions ultimately are given up to the Customer's account maintained by the Clearing Broker.

Give Out – The process of transferring a trade from one exchange member firm to another whereby one member performs the execution and the other member performs the clearing – maintains the account on behalf of the customer.

Institution – An entity or organization with associated parties and contacts in EGUS.

Party – A Broker, Trader, or Customer organization that can be added to an EGUS Agreement. Each party is associated with an institution. This term is equivalent to counterparty on a Give-Up Agreement.

Take Up – The process of the clearing member accepting trades, traded by an execution entity, on behalf of a Customer.

Trader - The party to whom the Customer has given authority to place orders on its behalf with Executing Brokers of the Trader's choice for give-up to its account maintained by the Clearing Broker.

1.3 Navigating the Document

System screens and action steps are referenced using >> to offset the action. For example Click in *Agreement* >> *Accounts* >> *Add* represents a series of actions steps within eGAINS. Further, specific screen print function keys are highlighted via circle.

1.4 Functions

Given a completed give-up agreement and rate schedule in EGUS, the eGAINS system will:

- If permissioned in EGUS, eGAINS obtains an executed give-up agreement along with rate information from EGUS (download from EGUS to eGAINS).
- Receive the end-of-day give-up transaction file from the participating exchange(s).
- Look up the execution agreement, account, rate, and calculate the give-up transaction fees.
- Provide the participants T+1 reports and end-of-month preliminary and final reports.
- Allow participants to review trade details, modify transactions, resolve discrepancies, and confirm or reject trade changes.
- Complete the billing cycle. eGAINS automatically debits and credits the clearing and execution participants respectively.

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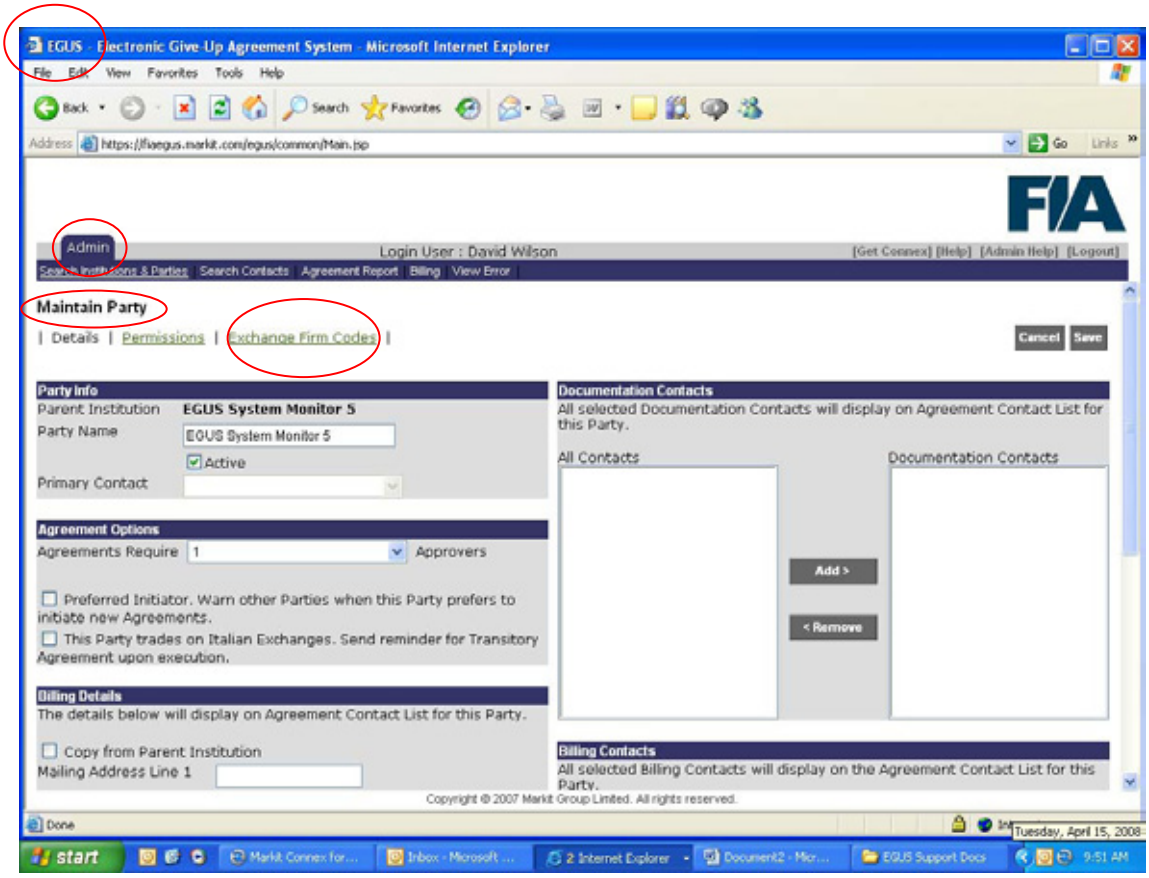
1.5 EGUS Participant Set-Up

EGUS exchange and firm codes are cross-referenced against the exchange give-in trade data (along with participants and account numbers) for locating the corresponding agreement detail. Therefore EGUS participants are required to add exchange and firm codes within EGUS as a prerequisite to eGAINS data integration.

To add the EGUS exchange and firm codes:

1. In *EGUS >> Admin >> Maintain Party >> Exchange Firm Codes >> Add*, select the appropriate exchange and input the firm code or mnemonic (unique identifier assigned by the respective exchange) corresponding to the exchange.


EGUS - Electronic Give-Up Agreement System - Microsoft Internet Explorer
Admin
Login User : David Wilson
Maintain Party
Details | Permissions | Exchange Firm Codes |
Cancel
Save
Party Info
Parent Institution
EGUS System Monitor 5
Party Name
EGUS System Monitor 5
Active
Primary Contact
Agreement Options
Agreements Require
1
Approvers
Preferred Initiator. Warn other Parties when this Party prefers to initiate new Agreements.
This Party trades on Italian Exchanges. Send reminder for Transitory Agreement upon execution.
Billing Details
The details below will display on Agreement Contact List for this Party.
Copy from Parent Institution
Mailing Address Line 1
Documentation Contacts
All selected Documentation Contacts will display on Agreement Contact List for this Party.
All Contacts
Documentation Contacts
Add >
< Remove
Billing Contacts
All selected Billing Contacts will display on the Agreement Contact List for this Party.
Copyright © 2007 Markit Group Limited. All rights reserved.
Done
start

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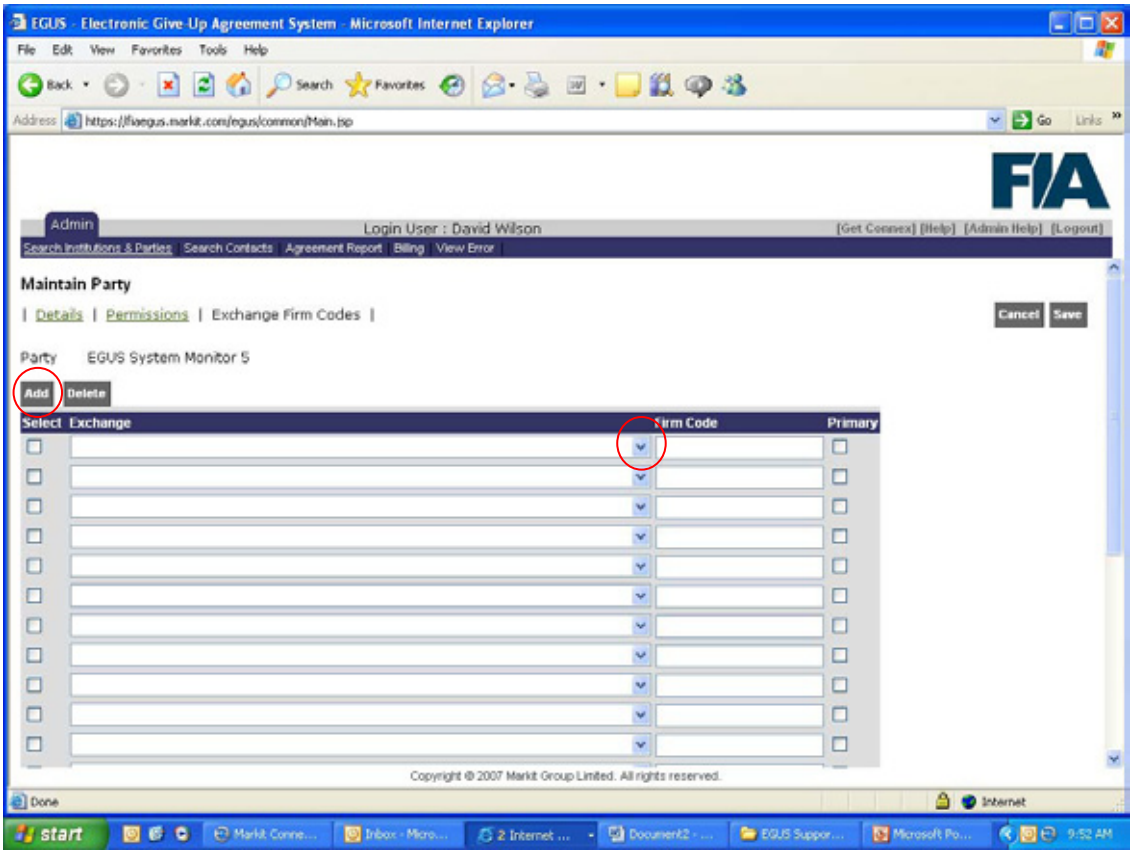

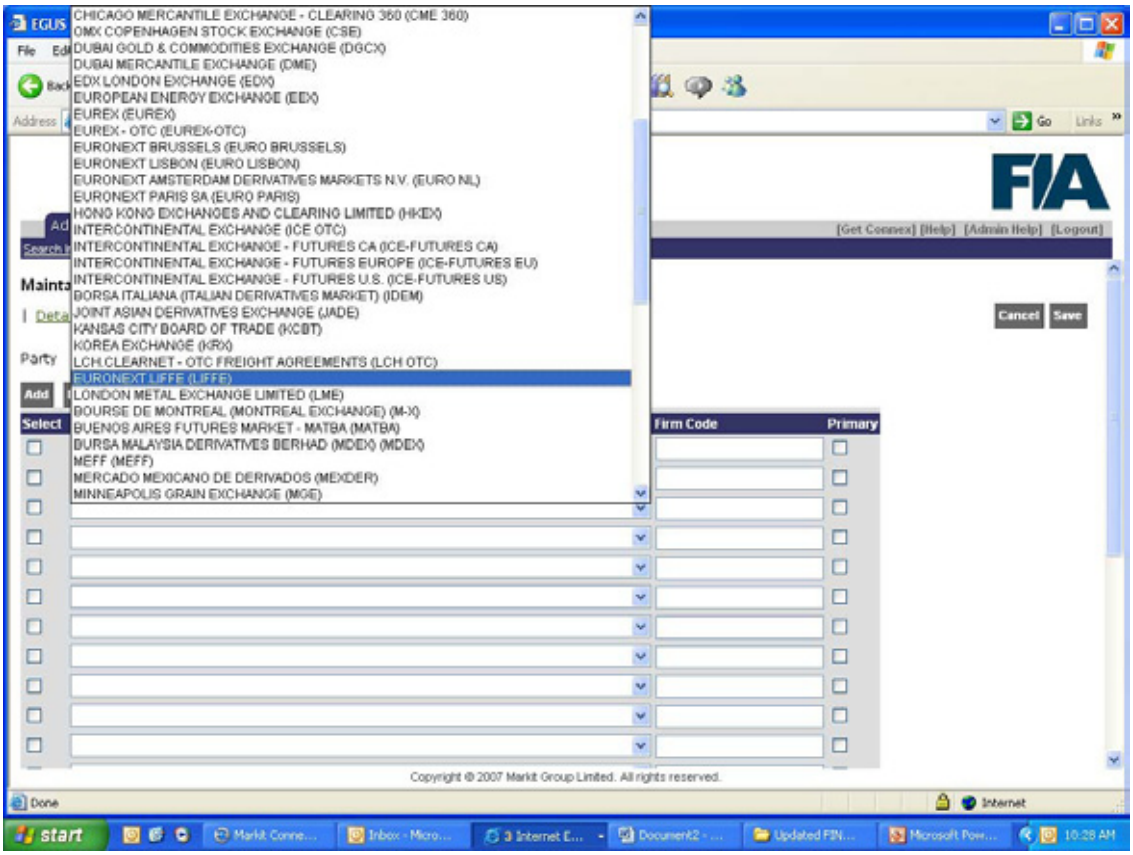
CHICAGO MERCANTILE EXCHANGE - CLEARING 360 (CME 360)
OMX COPENHAGEN STOCK EXCHANGE (CSE)
DUBAI GOLD & COMMODITIES EXCHANGE (DGCX)
DUBAI MERCANTILE EXCHANGE (DME)
EDX LONDON EXCHANGE (EDX)
EUROPEAN ENERGY EXCHANGE (EEX)
EUREX (EUREX)
EUREX - OTC (EUREX-OTC)
EURONEXT BRUSSELS (EURO BRUSSELS)
EURONEXT LISBON (EURO LISBON)
EURONEXT AMSTERDAM DERIVATIVES MARKETS N.V. (EURO NL)
EURONEXT PARIS SA (EURO PARIS)
HONG KONG EXCHANGES AND CLEARING LIMITED (HKEX)
INTERCONTINENTAL EXCHANGE (ICE OTC)
INTERCONTINENTAL EXCHANGE - FUTURES CA (ICE-FUTURES CA)
INTERCONTINENTAL EXCHANGE - FUTURES EUROPE (ICE-FUTURES EU)
INTERCONTINENTAL EXCHANGE - FUTURES U.S. (ICE-FUTURES US)
BORSA ITALIANA (ITALIAN DERIVATIVES MARKET) (IDEM)
JOINT ASIAN DERIVATIVES EXCHANGE (JADE)
KANSAS CITY BOARD OF TRADE (KCBT)
KOREA EXCHANGE (KRX)
LCH.CLEARNET - OTC FREIGHT AGREEMENTS (LCH OTC)
EURONEXT LIFFE (LIFFE)
LONDON METAL EXCHANGE LIMITED (LME)
BOURSE DE MONTREAL (MONTREAL EXCHANGE) (M-X)
BUENOS AIRES FUTURES MARKET - MATBA (MATBA)
BURSA MALAYSIA DERIVATIVES BERHAD (MDEX) (MDEX)
MEFF (MEFF)
MERCADO MEXICANO DE DERIVADOS (MEXDER)
MINNEAPOLIS GRAIN EXCHANGE (MGE)
Firm Code
Primary
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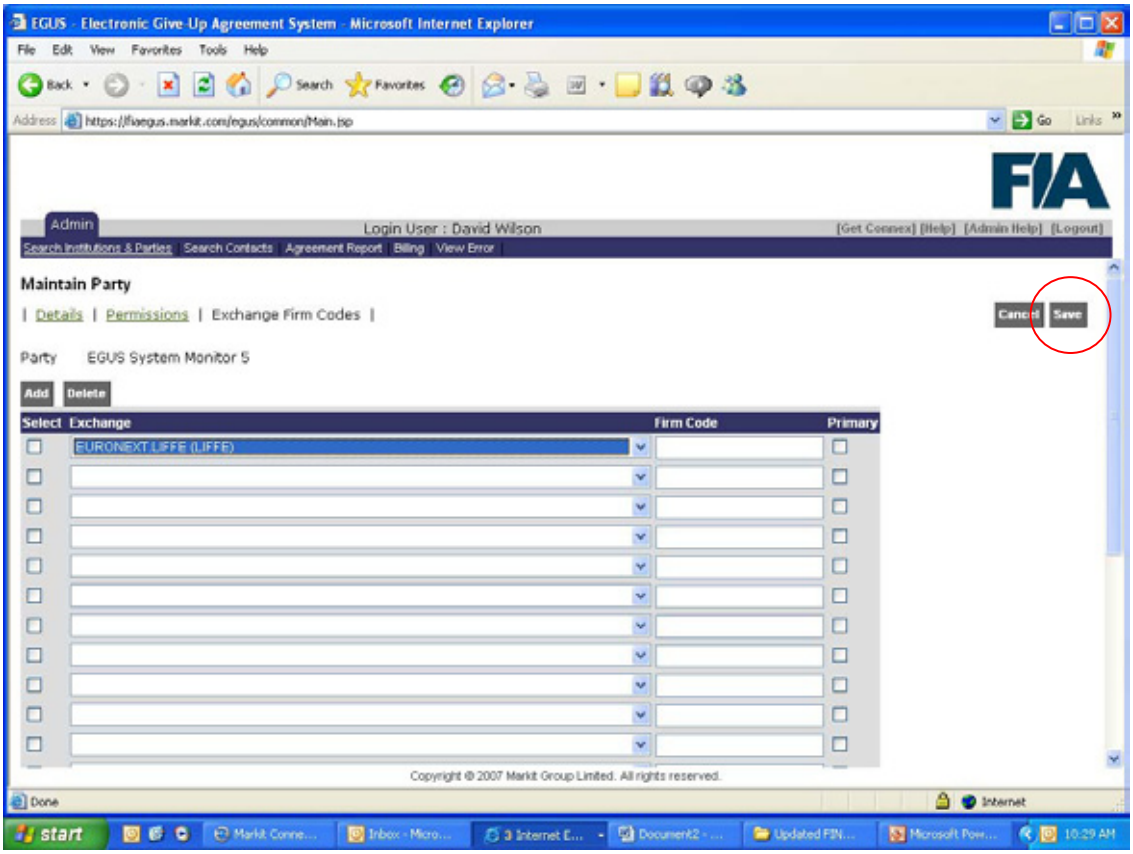

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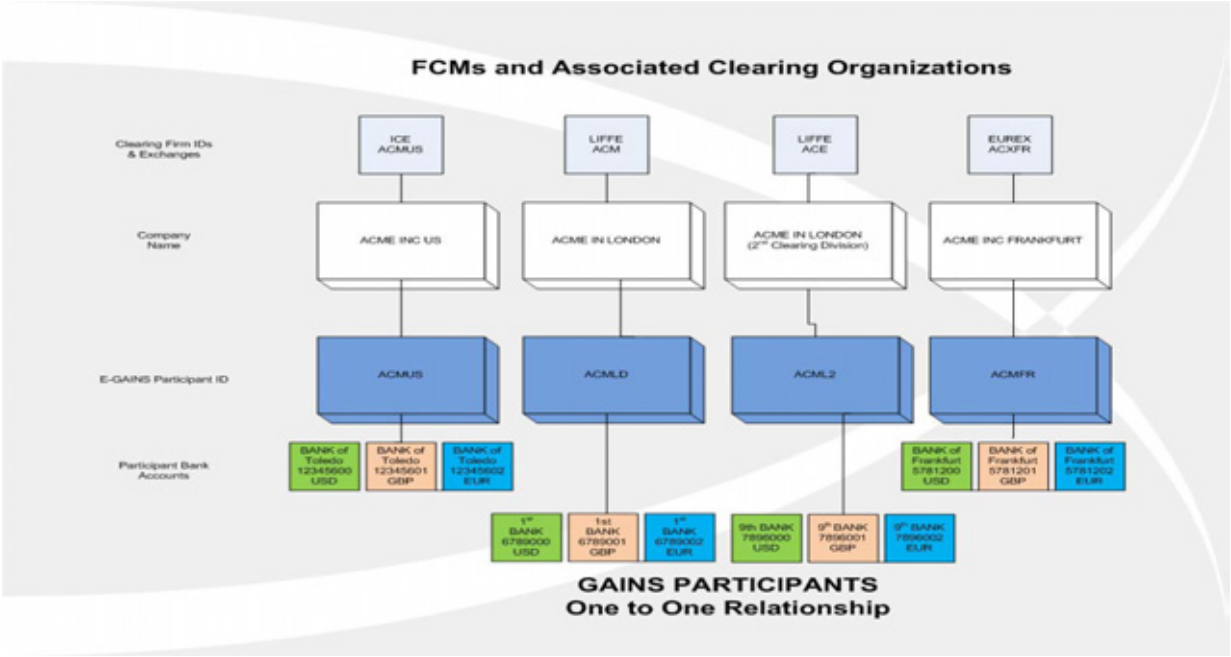
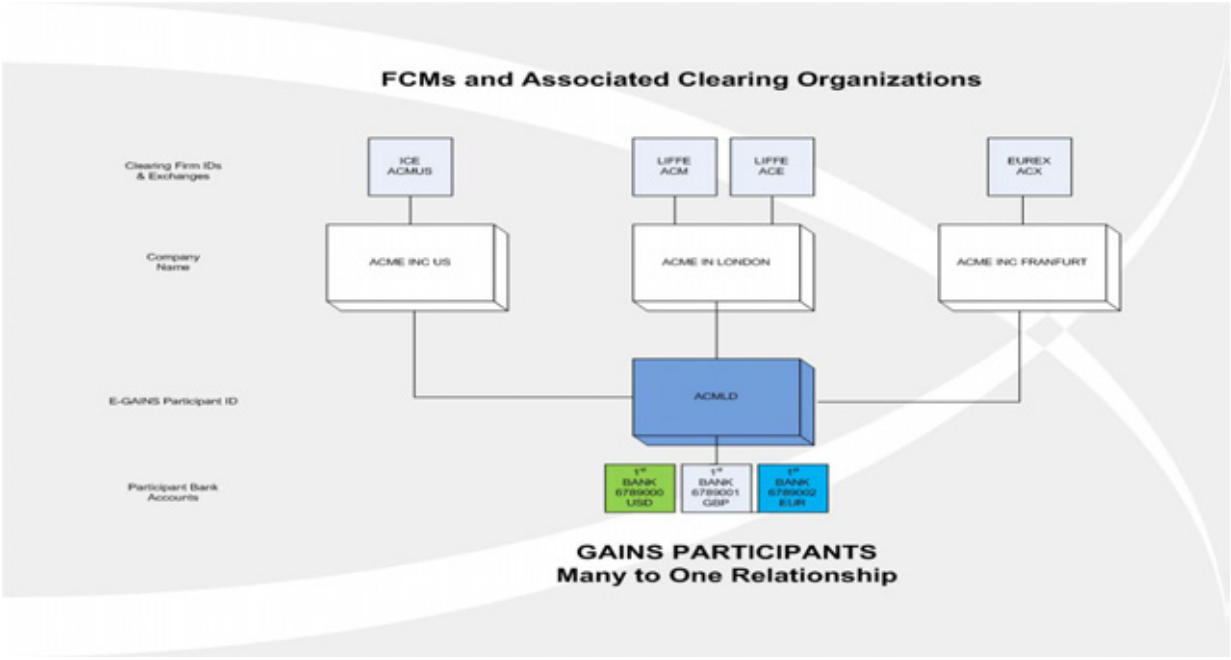
1.6 eGAINS Participant Set-Up

The participant ID provides user access to view or update the give-up trade records. Participant IDs are based on exchange clearing relationships and the maximum number of IDs is contingent on the number of firm mnemonics at the exchange. For instance, if an institution has two clearing firm affiliates at any respective exchange(s), eGAINS may create two user IDs. Even though eGAINS can create distinct IDs per relationship it is not necessary to create an ID per relationship since the institution may want to group all trade activity under one ID.

In other words, parent firms may segregate eGAINS Participant IDs to the extent they receive exchange trade data for multiple firms or affiliates (see below illustrations). The ID and firm relationship set-ups are established via FIA Tech's eGAINS Participant User Set-Up form (the form can be found on the FIA web site: http://www.futuresindustry.org/onboarding-documentation.asp).





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Chapter 2 Data Mapping – EGUS to eGAINS

Prior to EGUS firms maintained hard copy give-up agreements and rate documents. With the introduction and integration of the electronic give-up system (EGUS), firms either keypunched the existing agreement and rate information into EGUS (thereby creating an electronic record), attached a PDF copy of the paper documents / legacy agreements, or both. Given the electronic integration between EGUS and eGAINS, PDF documents are not supported and the information contained within the PDF document must be electronically added to the system.

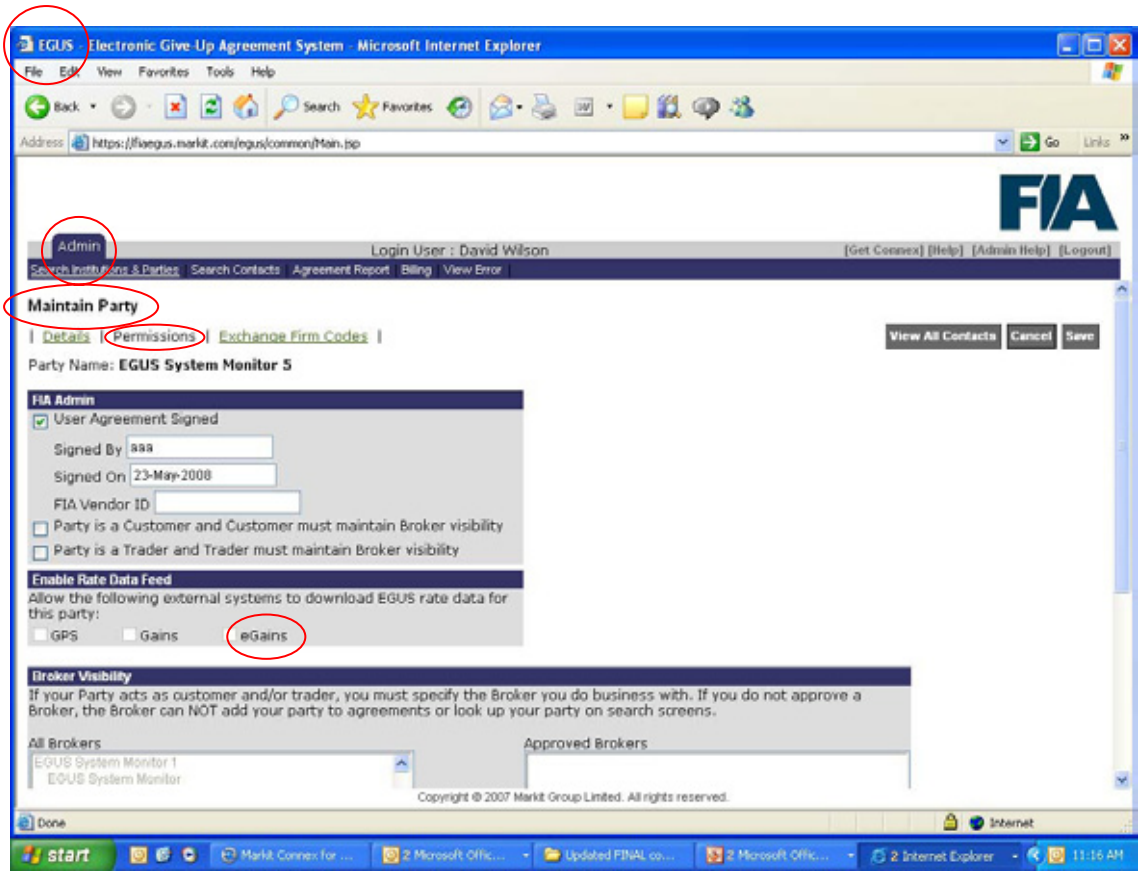
NOTE: Agreement changes may be made in eGAINS direct; however the recommended approach is to make changes in EGUS and avoid changing agreement and rate information in eGAINS. Since the daily download from EGUS to eGAINS overwrites the previous eGAINS file, changes made in eGAINS will be deleted with subsequent EGUS downloads. Therefore, to avoid losing the eGAINS changes always use EGUS for modifying agreement details.

2.1 Electronic Rate Transfer (one-time set-up)

EGUS agreements are auto-converted to eGAINS (EGUS agreement numbers pass thru or post to eGAINS). Even though the data conversion is seamless, the EGUS system administrator (for each participating entity) must direct or authorize EGUS to transfer the electronically entered rate data (one-time set-up) to eGAINS.

To enable EGUS to transfer the data to eGAINS:

1. In *EGUS >> Admin >> Maintain Party >> Permissions* select or click on the box adjacent to **ENABLE RATE DATA FEED >> eGAINS**.


EGUS - Electronic Give-Up Agreement System - Microsoft Internet Explorer
Admin
Login User : David Wilson
Maintain Party
Details | Permissions | Exchange Firm Codes
View All Contacts
Cancel
Save
Party Name: EGUS System Monitor 5
FIA Admin
User Agreement Signed
Signed By aaa
Signed On 23-May-2008
FIA Vendor ID
Party is a Customer and Customer must maintain Broker visibility
Party is a Trader and Trader must maintain Broker visibility
Enable Rate Data Feed
Allow the following external systems to download EGUS rate data for this party:
GPS
Gains
eGains
Broker Visibility
If your Party acts as customer and/or trader, you must specify the Broker you do business with. If you do not approve a Broker, the Broker can NOT add your party to agreements or look up your party on search screens.
All Brokers
Approved Brokers
EGUS System Monitor 1
EGUS System Monitor
Copyright © 2007 Markit Group Limited. All rights reserved.
Done
Internet
start

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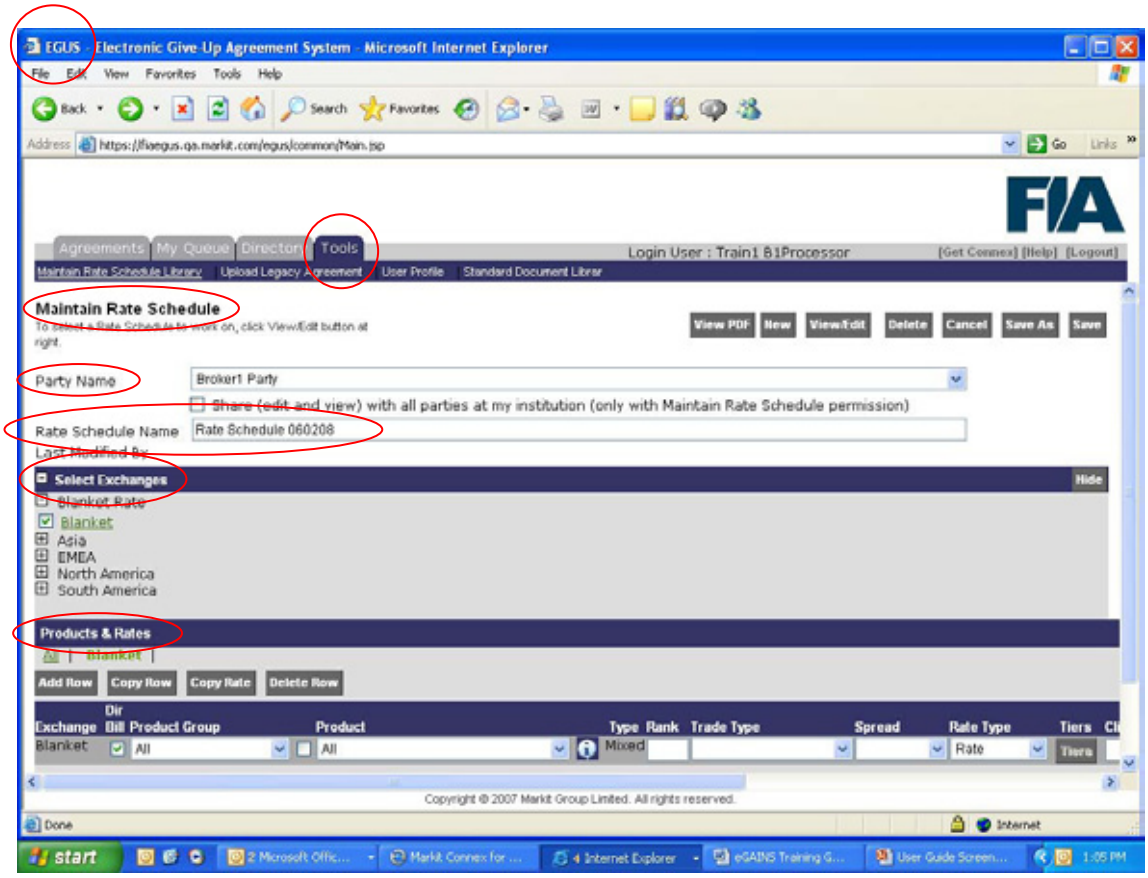
2.2 Electronic Rate Schedules

EGUS PDF-supported agreements and rates will NOT convert to eGAINS. However with EGUS V2.2 users may create an electronic rate schedule and attach it to an existing, fully executed agreement (that currently has only a PDF rate schedule). This enables the electronic rate schedule to pass to eGAINS automatically.

To create an electronic rate schedule:

1. Access EGUS.
2. Click in *Tools >> Maintain Rate Schedule >> Party Name >> Rate Schedule Name (free-form text field) >> Select Exchanges >> Product & Rates >>* and save the rate schedule into the e-Rate library.



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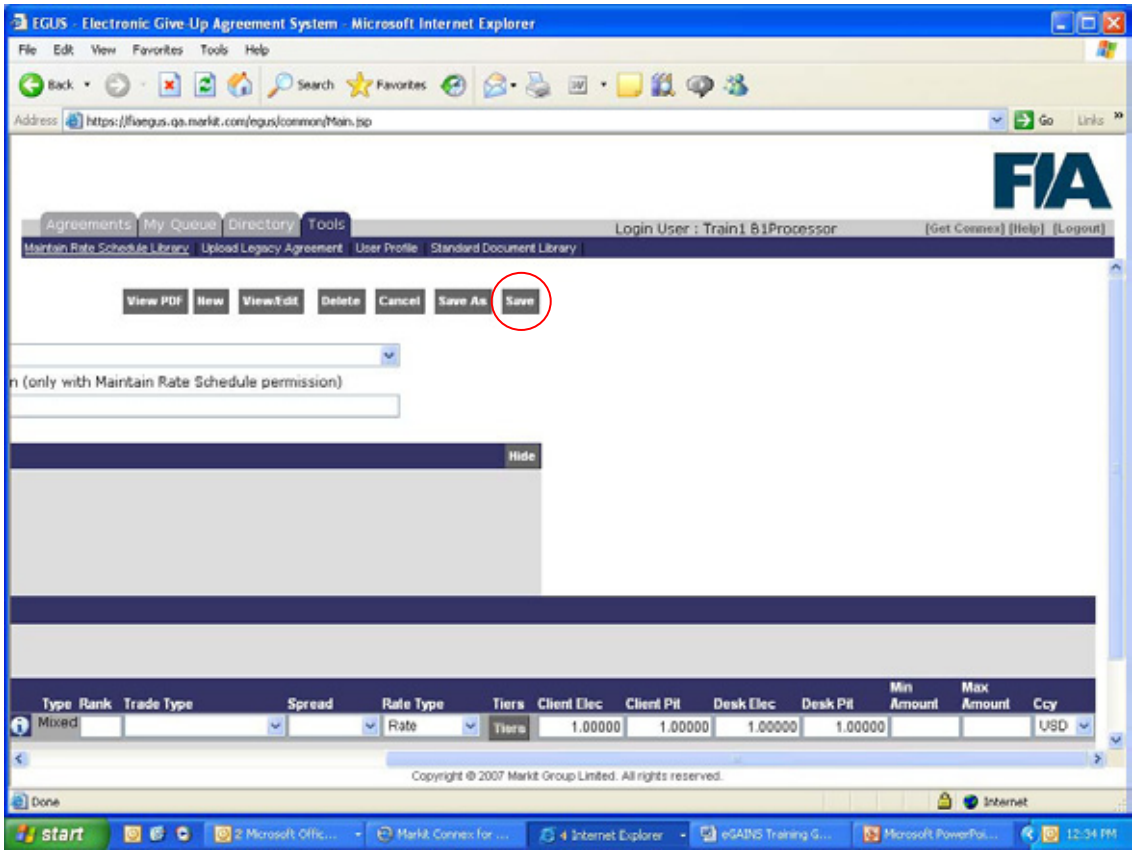

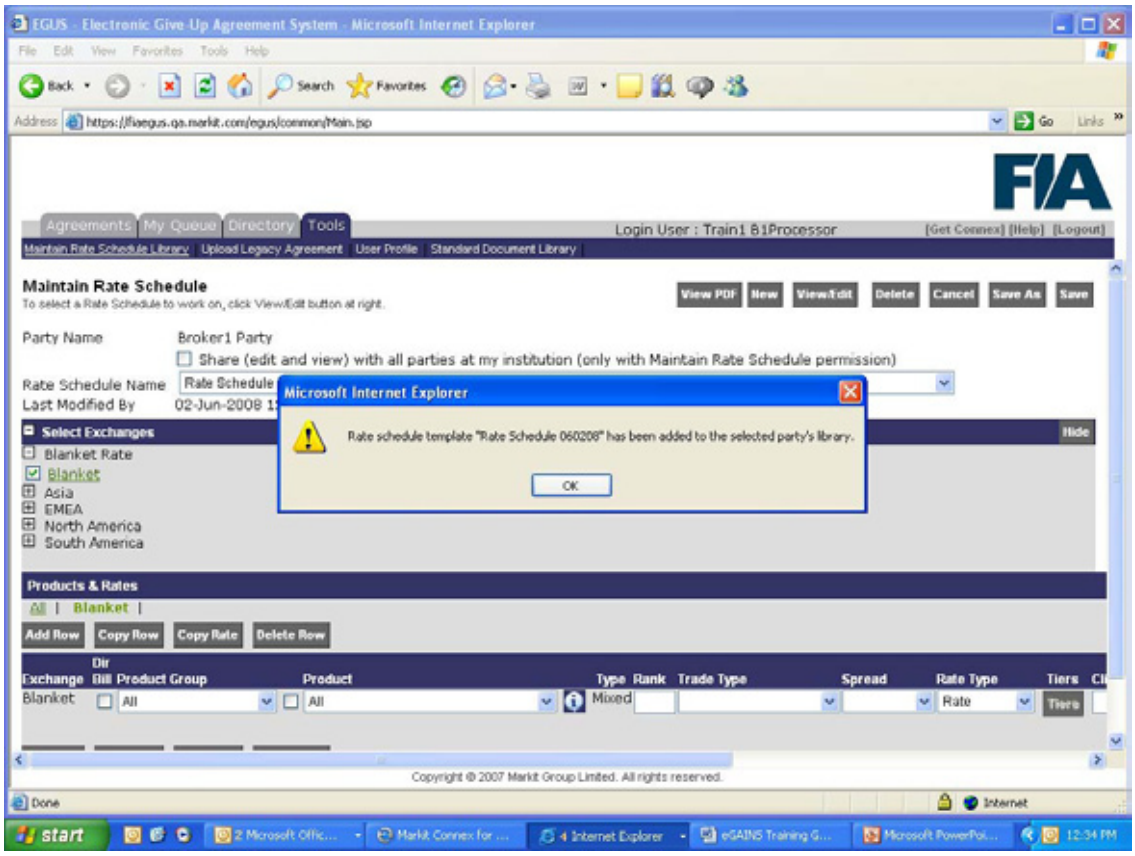

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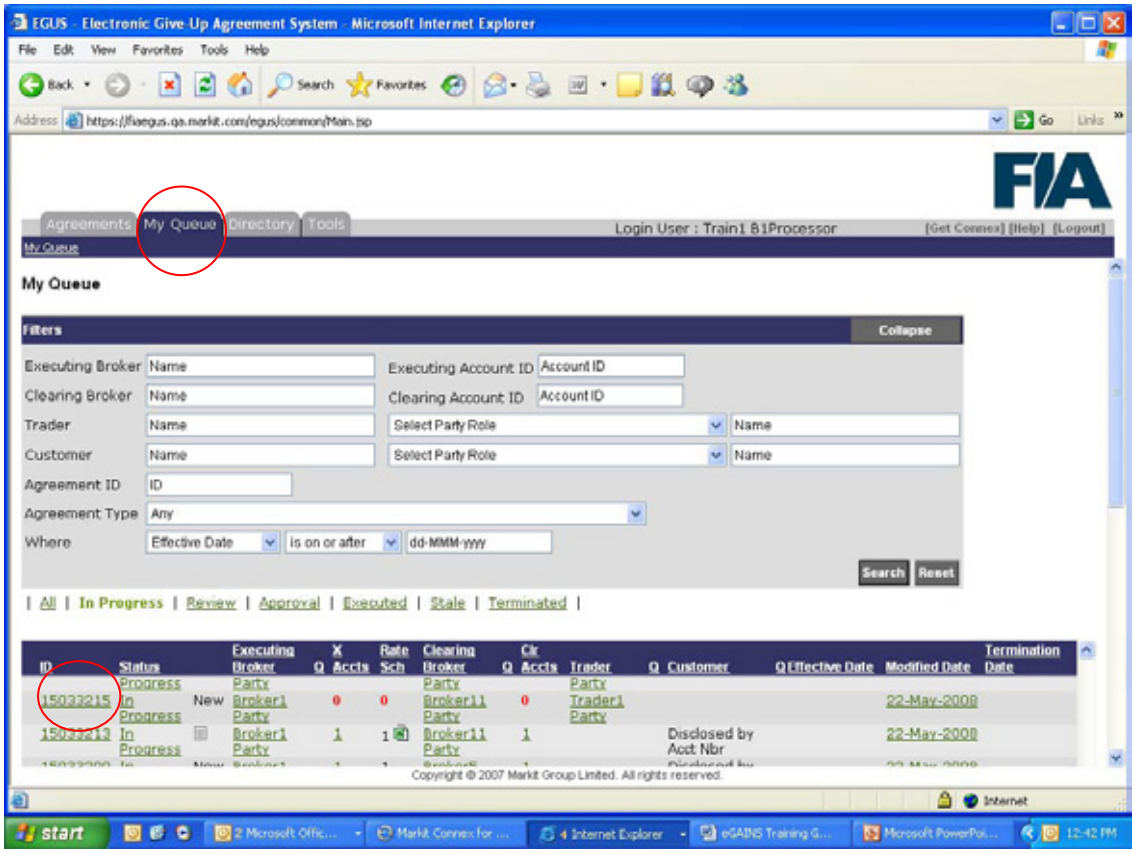
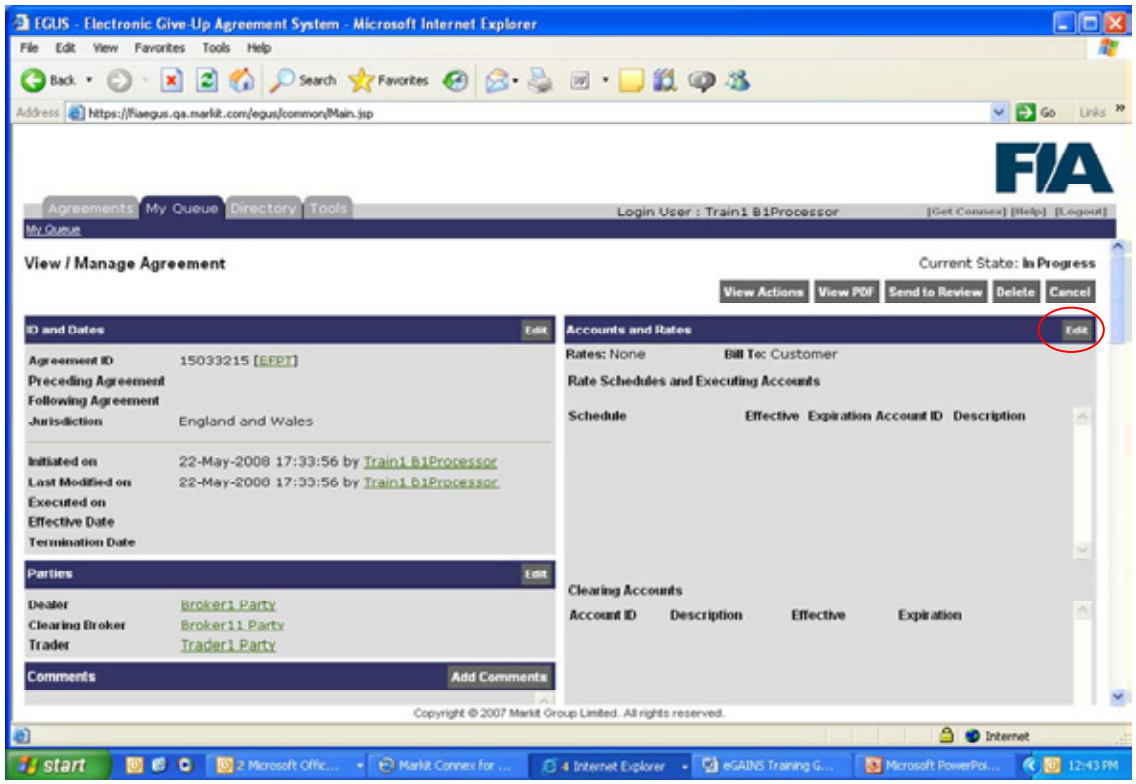
3. Access the agreement >> *My Queue* page and link the e-Rate to the agreement by clicking the ID and on the >> *View / Manage Agreement* >> **EDIT** on the following screen.





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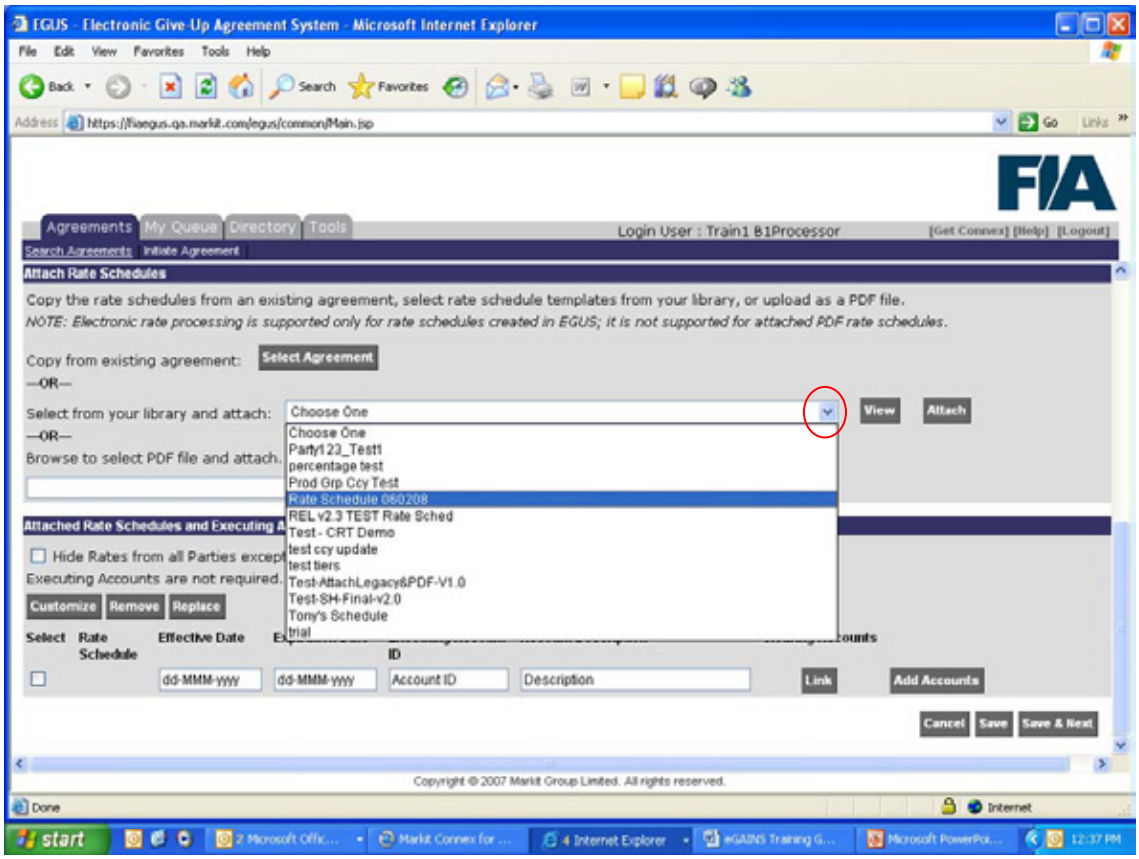

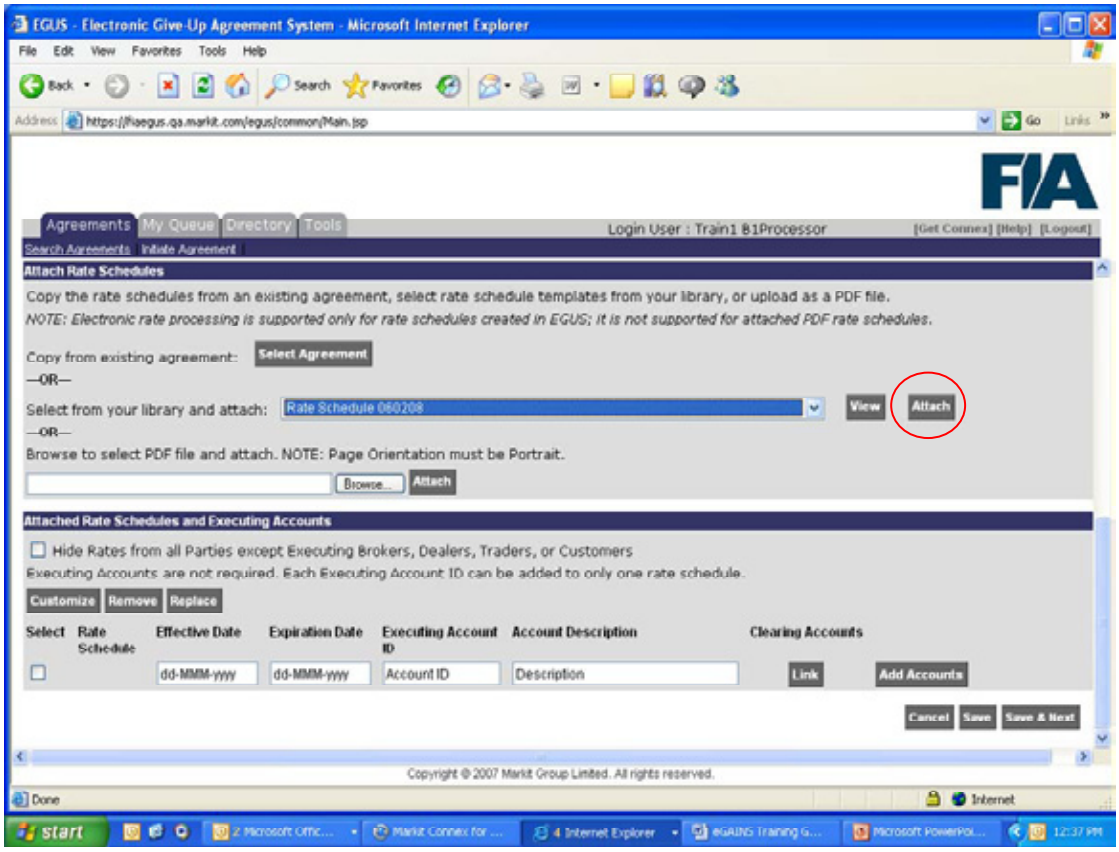
EGUS - Electronic Give-Up Agreement System - Microsoft Internet Explorer
Agreements
My Queue
Directory
Tools
Login User : Train1 B1Processor
Attach Rate Schedules
Copy the rate schedules from an existing agreement, select rate schedule templates from your library, or upload as a PDF file.
NOTE: Electronic rate processing is supported only for rate schedules created in EGUS; it is not supported for attached PDF rate schedules.
Copy from existing agreement:
Select Agreement
—OR—
Select from your library and attach:
Rate Schedule 060208
View
Attach
—OR—
Browse to select PDF file and attach. NOTE: Page Orientation must be Portrait.
Browse...
Attach
Attached Rate Schedules and Executing Accounts
Hide Rates from all Parties except Executing Brokers, Dealers, Traders, or Customers
Executing Accounts are not required. Each Executing Account ID can be added to only one rate schedule.
Customize
Remove
Replace
Select
Rate Schedule
Effective Date
Expiration Date
Executing Account ID
Account Description
Clearing Accounts
dd-MMM-yyy
Account ID
Description
Link
Add Accounts
Cancel
Save
Save & Next
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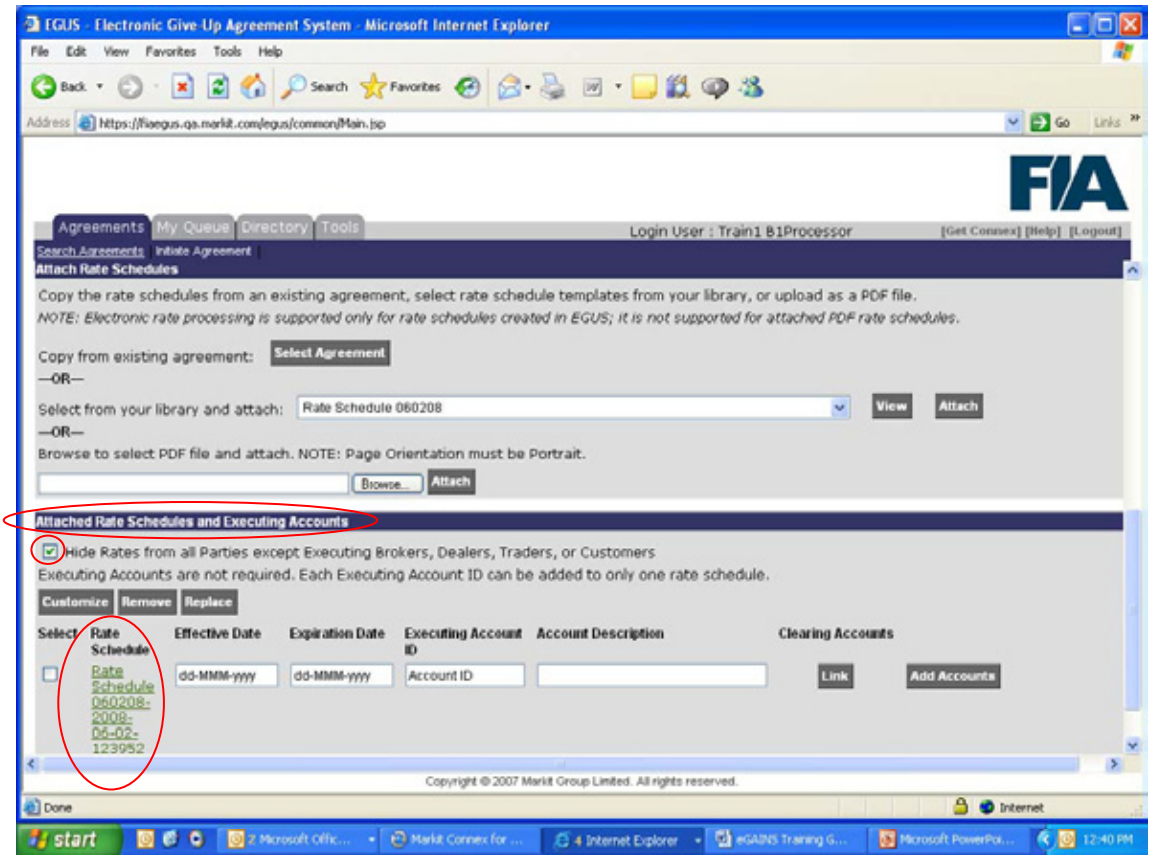
4. The electronic rate file name appears in the Attached Rate Schedules and Executing Accounts section allowing the user to correlate the information (Hide Rates suppresses Carry participant rate view).


EGUS - Electronic Give-Up Agreement System - Microsoft Internet Explorer
Agreements
My Queue
Directory
Tools
Login User : Train1 B1Processor
Search Agreements
Initiate Agreement
Attach Rate Schedules
Copy the rate schedules from an existing agreement, select rate schedule templates from your library, or upload as a PDF file.
NOTE: Electronic rate processing is supported only for rate schedules created in EGUS; it is not supported for attached PDF rate schedules.
Copy from existing agreement:
Select Agreement
—OR—
Select from your library and attach:
Rate Schedule 060208
View
Attach
—OR—
Browse to select PDF file and attach. NOTE: Page Orientation must be Portrait.
Browse...
Attach
Attached Rate Schedules and Executing Accounts
Hide Rates from all Parties except Executing Brokers, Dealers, Traders, or Customers
Executing Accounts are not required. Each Executing Account ID can be added to only one rate schedule.
Customize
Remove
Replace
Select
Rate Schedule
Effective Date
Expiration Date
Executing Account ID
Account Description
Clearing Accounts
dd-MMM-yyyy
dd-MMM-yyyy
Account ID
Link
Add Accounts
Rate Schedule 060208-2008-04-02-123952
Copyright © 2007 Markit Group Limited. All rights reserved.
Done
Internet
start

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Chapter 3 eGAINS – Navigating the Application

3.1 Sign On

To sign on to eGAINS:

1. From the Internet Explorer, access the following web page: https://fiaegains.markit.com/
2. Enter your FIA assigned User Name and Password and select **SUBMIT**.

3. The Participant ID and Role appear.

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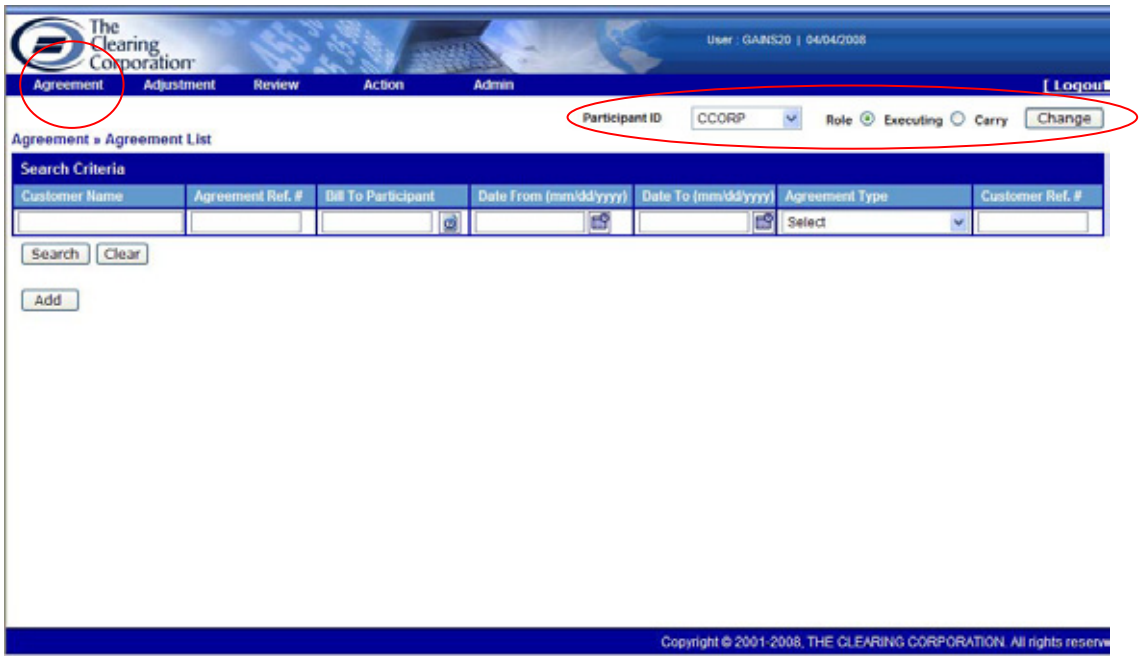
3.2 Toggle between Roles (Executing and Carry Participants)

To change Role (Executing Firm to Carrying Firm):

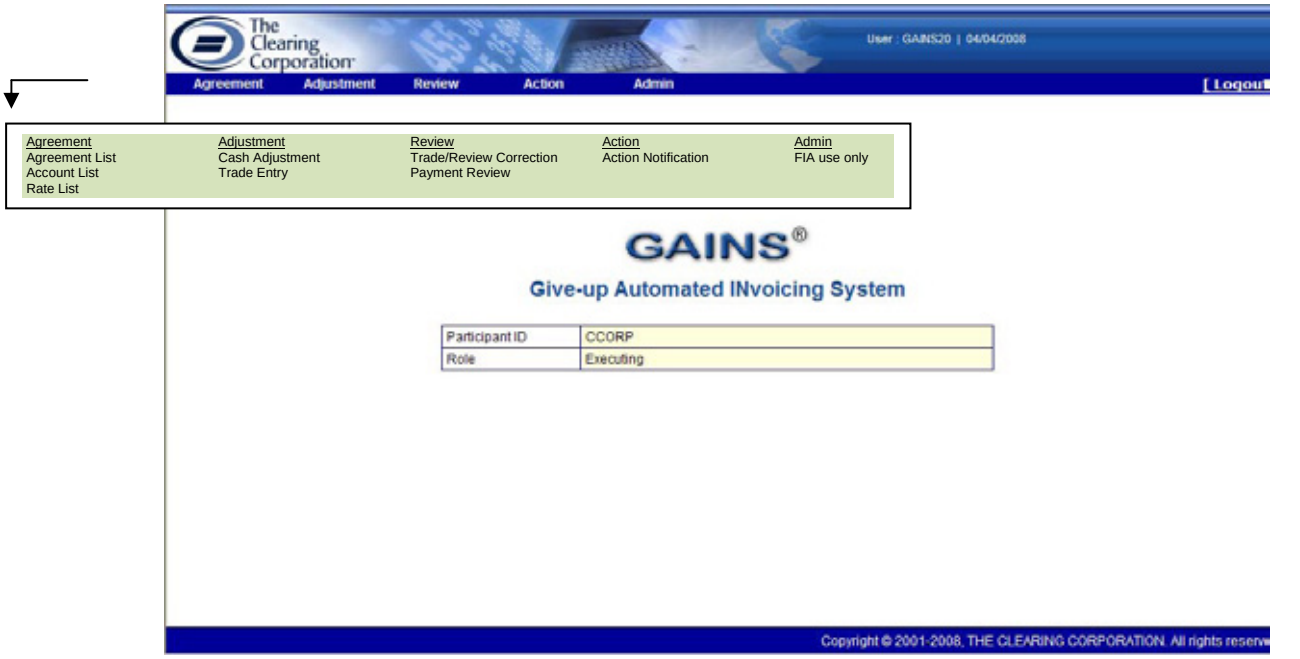
1. Select any function from the main menu (*Agreement >> Adjustment >> Review >> Action* – see eGAINS Site Map below for additional screen information). All function or action screens display the participant's Role (Executing or Carry Firm).



2. Click the appropriate participant role and select **CHANGE**.

3.3 Site Map

The following diagram maps the eGAINS screen layout:



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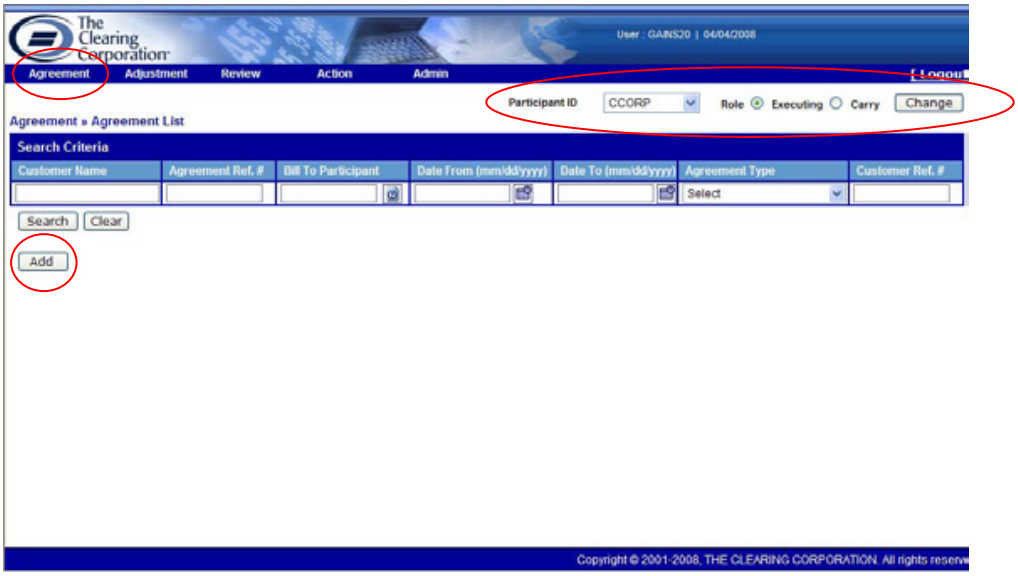
3.4 Standalone Processing (eGAINS direct input)

EGUS Agreement and e-Rate schedules populate eGAINS daily. However eGAINS users are not required to use EGUS for maintaining agreements and rates. Users may enter agreement data directly into eGAINS. This section – standalone processing – details the steps necessary for setting-up an agreement, establishing accounts within the agreement, and adding rates to the agreement directly into eGAINS.

3.4.1 Enter Agreement Information – standalone processing

To add agreement information (only Executing firms can add agreements):

1. Click in *Agreement* >> *Agreement List* (the Agreement List allows users to add, display, or search agreements by Role as well as view accounts and rates associated with an agreement) and select **ADD**.



2. The new agreement input page appears allowing the user to input the following:
   - Agreement Ref. # (auto generated)
   - Agreement Date
   - Agreement Type (drop down menu for managing the billing relationship)
     - Bill Carry Participant (system default) - debits the carry participant through eGAINS
     - Calculate Fee Only – calculates fees only, does not result in banking debits/credits through eGAINS
     - Inter FCM – agreement between firms without account specific information
     - Bill to Third Party – debits the third party customer. Since the Bill to Third Party requires the Third Party to be an eGAINS participant, please contact FIA Tech to assist in the set-up and documentation process.
   - Customer Name
   - Customer Ref. # (user assigned identifier)
   - Customer Contact
   - Customer Phone
   - Executing Contact
   - Executing Phone
   - Customer Address

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3. Enter agreement information.

Select
Bill Carry Participant
Calculate Fee Only
Inter FCM
Bill to Third Party

4. Click **SUBMIT** to add the agreement.

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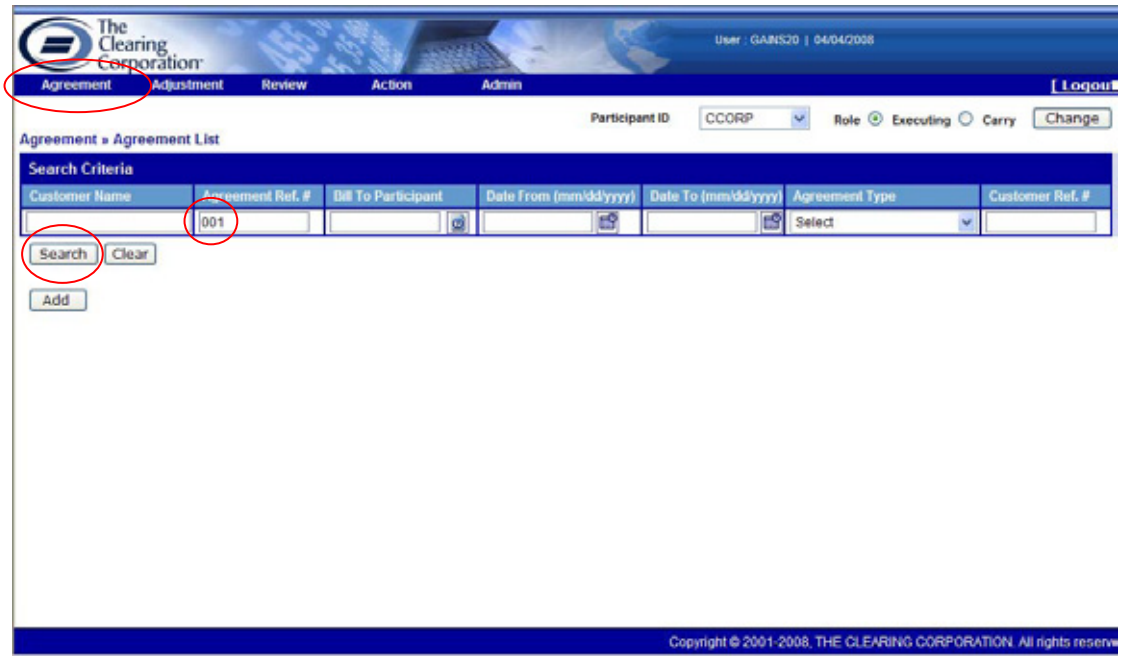
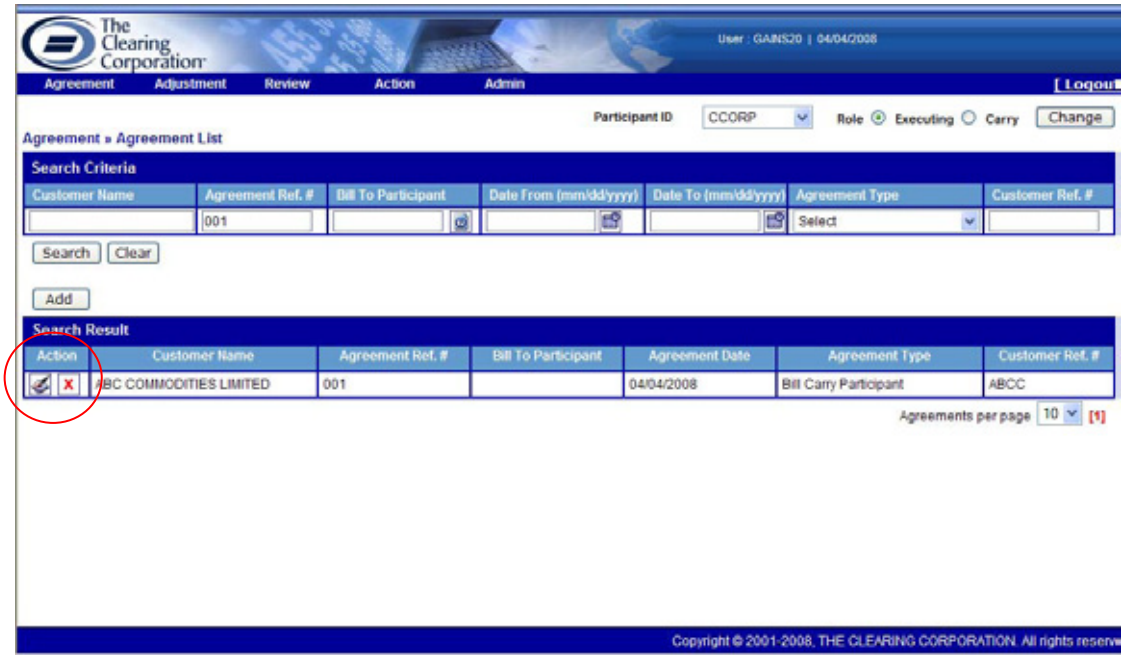
3.4.2 Modify an Existing Agreement – standalone processing

To modify an existing agreement:

1. Click in *Agreement >> Agreement List* and input the corresponding search field (i.e. Agreement Ref. #) to locate the agreement and select **SEARCH**.



2. To recall the agreement details, select the notepad under >> *Action*.



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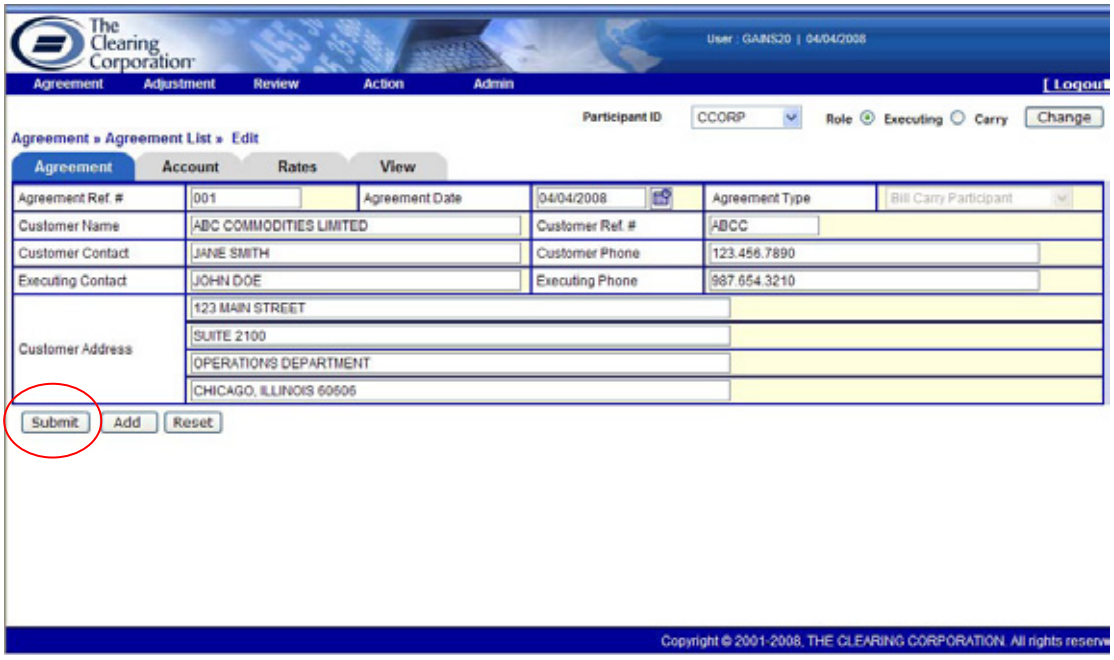
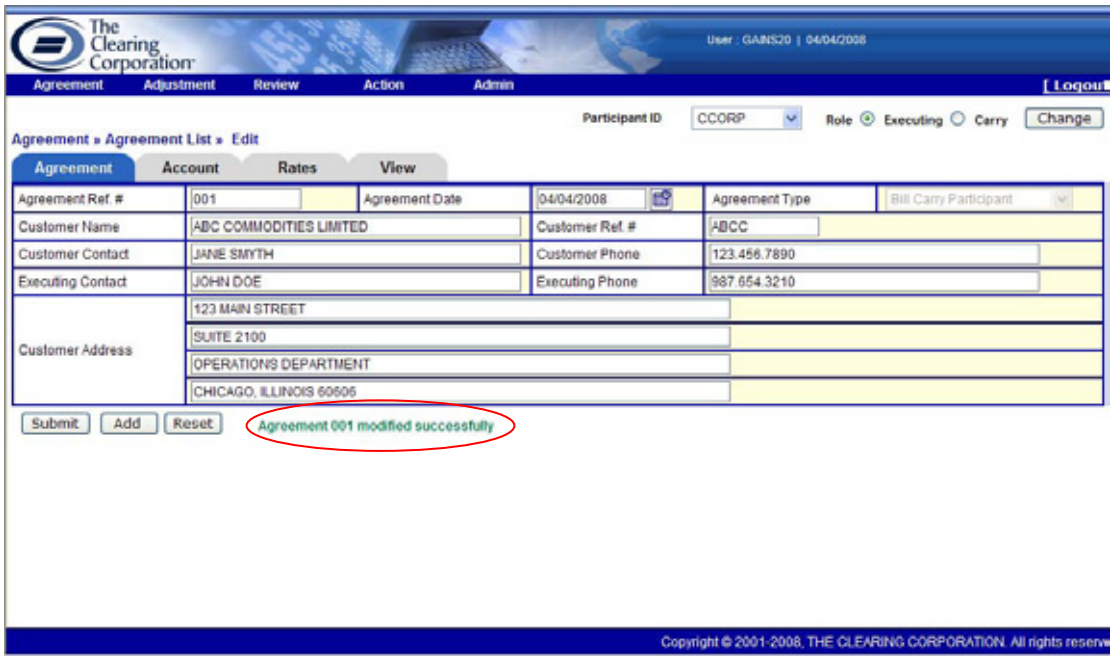
3. Modify as needed (all fields may be modified *except* the *Agreement Ref. #*) and **SUBMIT**. The status, *Agreement ### added successfully* finalizes and update(s).





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3.4.3 Search for an Agreement

To search for an agreement:

- Click in *Agreement* >> *Agreement List* and input the search criteria and select **SEARCH**. To view the entire list of agreements, do not specify search criteria and select **SEARCH**.
- Customer Name
- Agreement Ref. #
- Bill To Participant (drop down menu option listing participants)
- Date From (mm/dd/yyyy)
- Date To (mm/dd/yyyy)
- Agreement Type (see 3.4.1 Enter Agreement Information for option details)
- Customer Ref. # (Customer Ref. # is not a searchable file for Carry participants)

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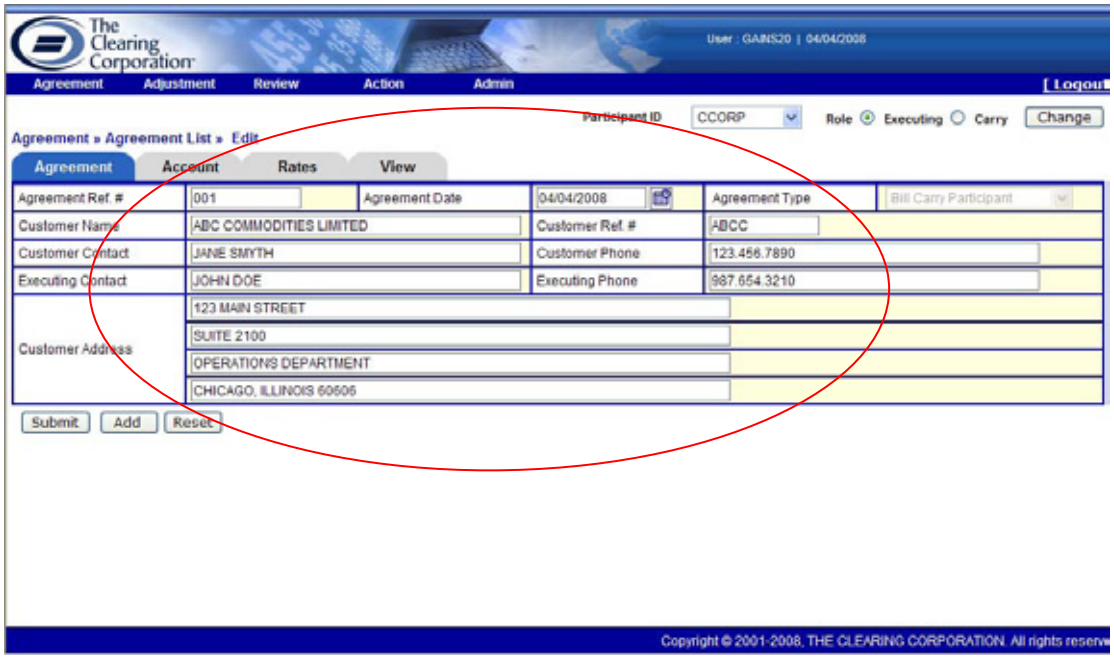
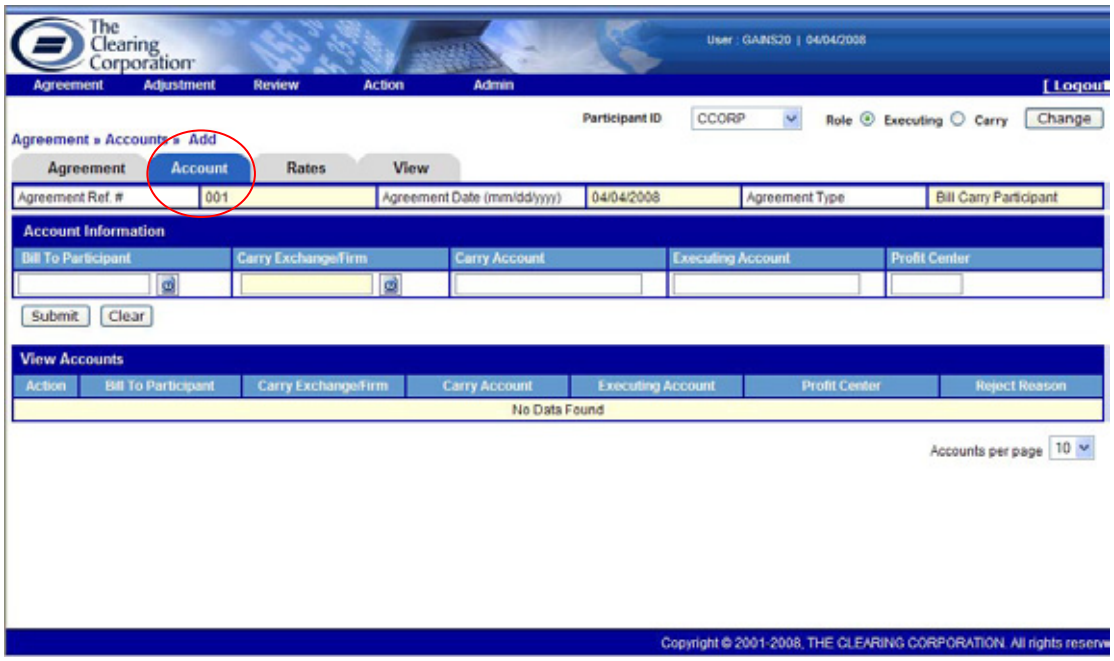
3.4.4 Add Accounts to an Agreement – standalone processing

To add accounts to an agreement:

1. Recall or access the agreement and select **ACCOUNT**.





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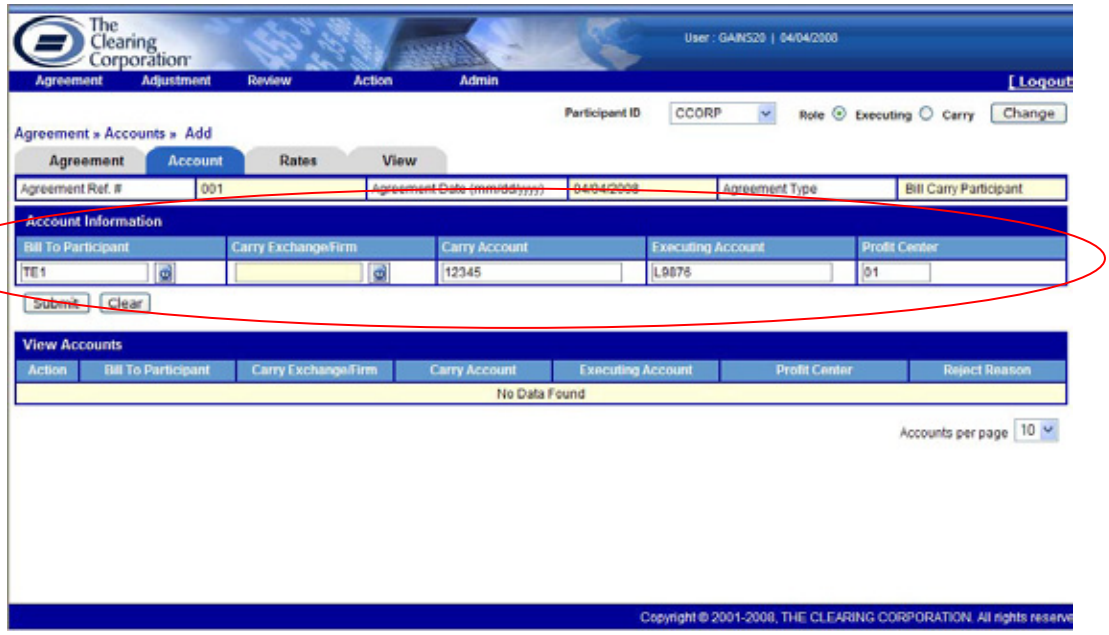
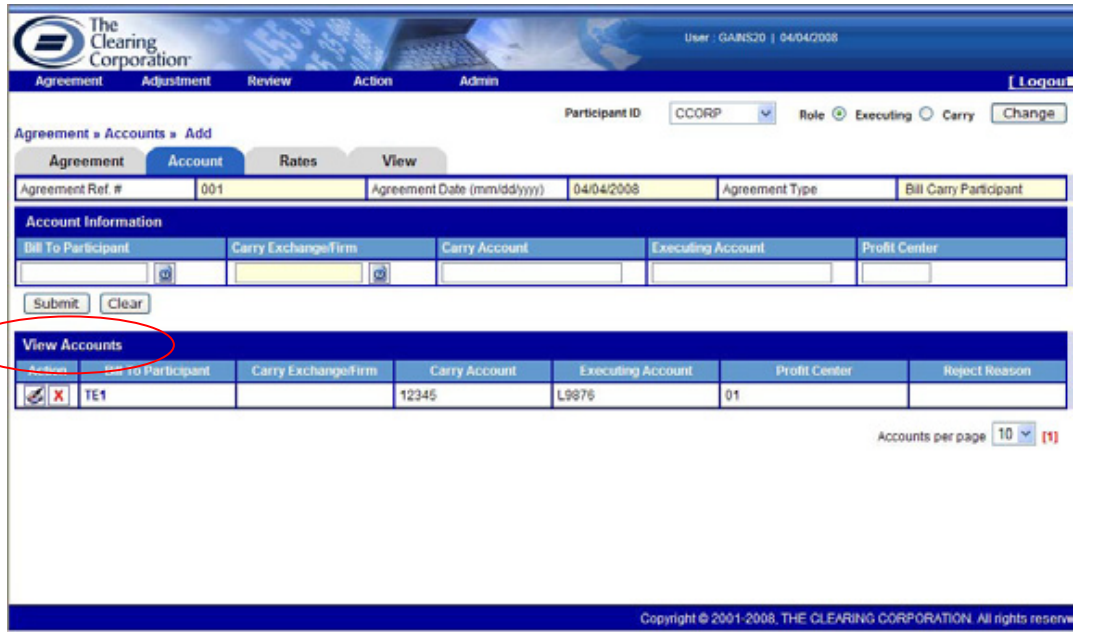
2. In the >> *Account Information* section input the account details and select **SUBMIT**.
   - Bill To Participant (drop down menu provides a list of eGAINS participants)
   - Carry Exchange / Firm (drop down menu provides the Exchange and Firm codes for Bill To Third Party participants only)
   - Carry Account
   - Executing Account
   - Profit Center (profit center is an eGAINS free format pass-thru field for participant use only often denoting location or office)

NOTE: Only the executing participant can add/edit/delete accounts whereas the carry participant can view/accept/reject accounts.



3. Click **SUBMIT** to add the trade to the View Accounts section (repeat the process to add multiple accounts).



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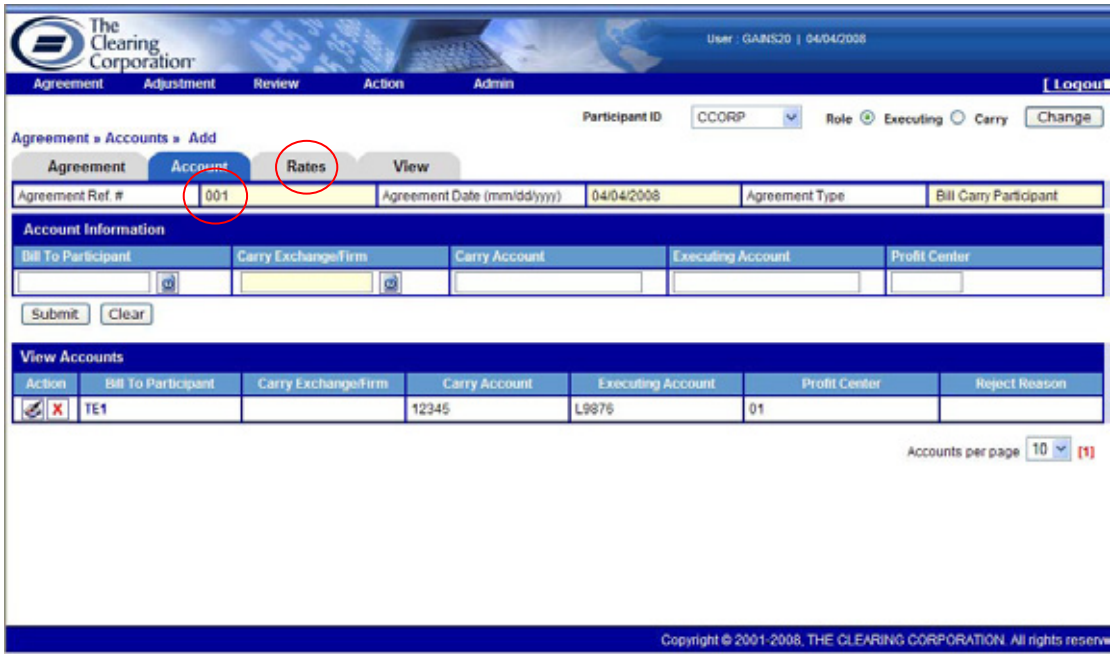
3.4.5 Add Rates to an Agreement – standalone processing

To add rates to an agreement:

1. Enter the agreement number and select **RATES**.



2. Input the rate detail in the >> *Rate Information* section and select **SUBMIT.** Following SUBMIT, the rate information appears in the *View Rates* section.
   - Effective Date (The default date is the current date however the user may change the effective date as necessary. Since rate tables are effective date driven, users are allowed to link multiple rate tables to one agreement.)
   - Exch (exchange)
   - Com (commodity)
   - Tran Type (transaction type or trade type indicator, i.e. spread, EFP, block, etc.)
   - O/C (open/close indicator)
   - Trans Source (transaction source, i.e. APS, Bclear, OTC, etc.)
   - Rate Type
     - Future (FRT) and Option (ORT) – The indicator designates rate (per contract charge), percentage (% of notional value), or flat (fixed) relative to fees.
     - Band allows for a scalable fee based on volume. The futures rate type flag determines the logic used in the futures fee calculation.
   - Maximum Fee – The maximum amount to be charged if the calculated fee exceeds the maximum fee.
   - Minimum Fee – The minimum amount to be charged if the calculated fee is below the minimum fee.
   - Cur (currency)

   When adding or changing rate tables the user will be prompted to >> *Recalculate All*. Recalculate results in a recalculation of associated trades only if the effective date is prior to the current date.

   Rank determines the rate hierarchy relative to the rate schedule. Generic rates (i.e. a flat rate for the entire exchange) are typically added after specific rates and therefore are ranked lower than specific rates. Rates are ranked in the order submitted and users can re-rank rates as needed.

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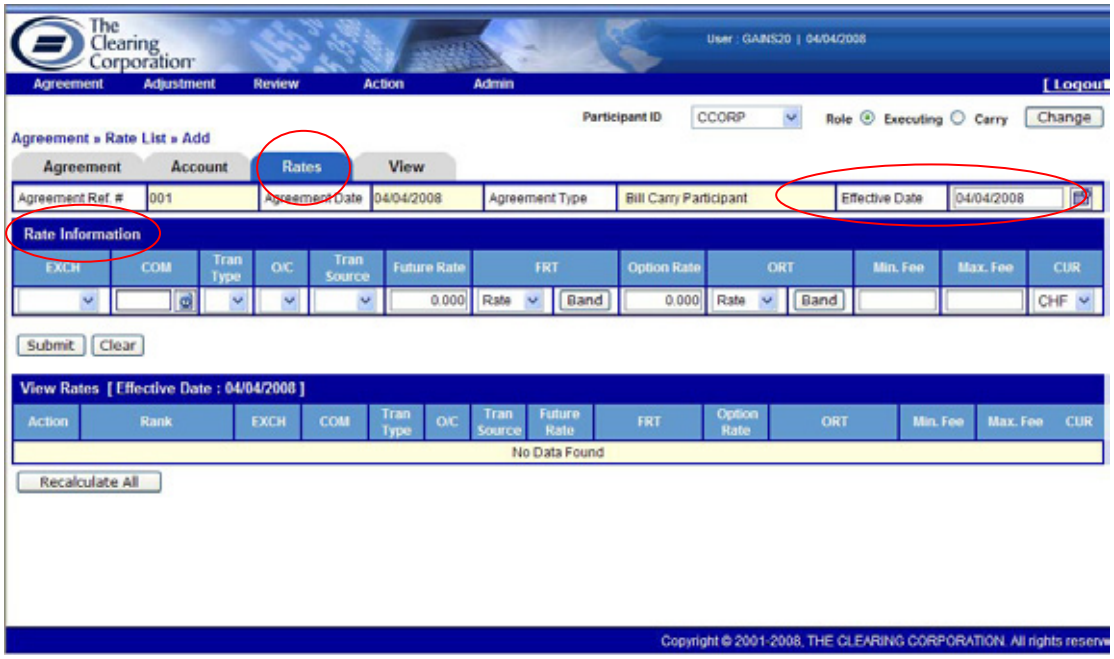

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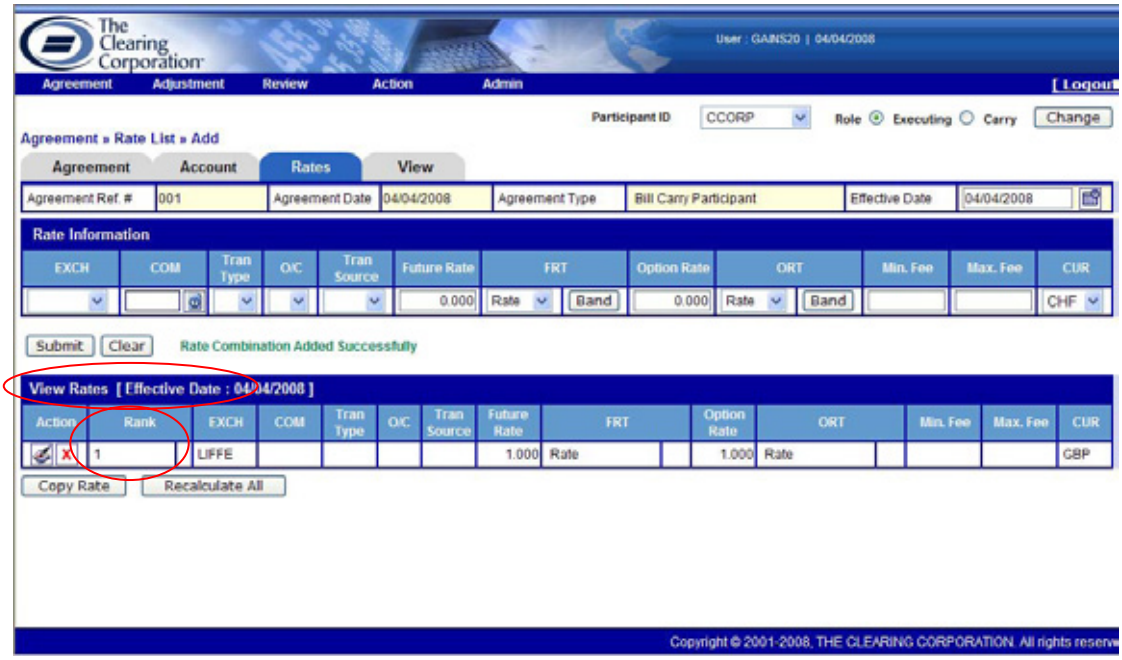
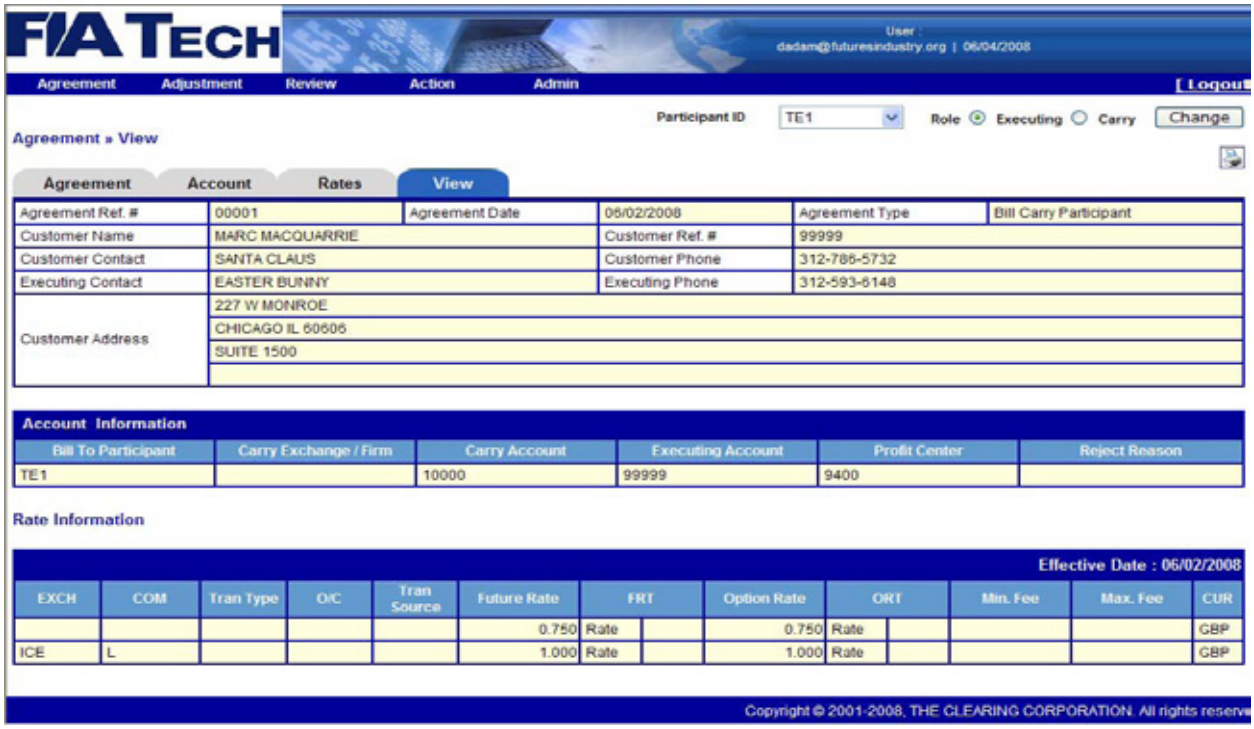


3.4.6 View Agreements – All Fields

View provides a single screen summary of agreement, account, and rate detail. To view all fields of an agreement:

1. Access the agreement and select **VIEW**.



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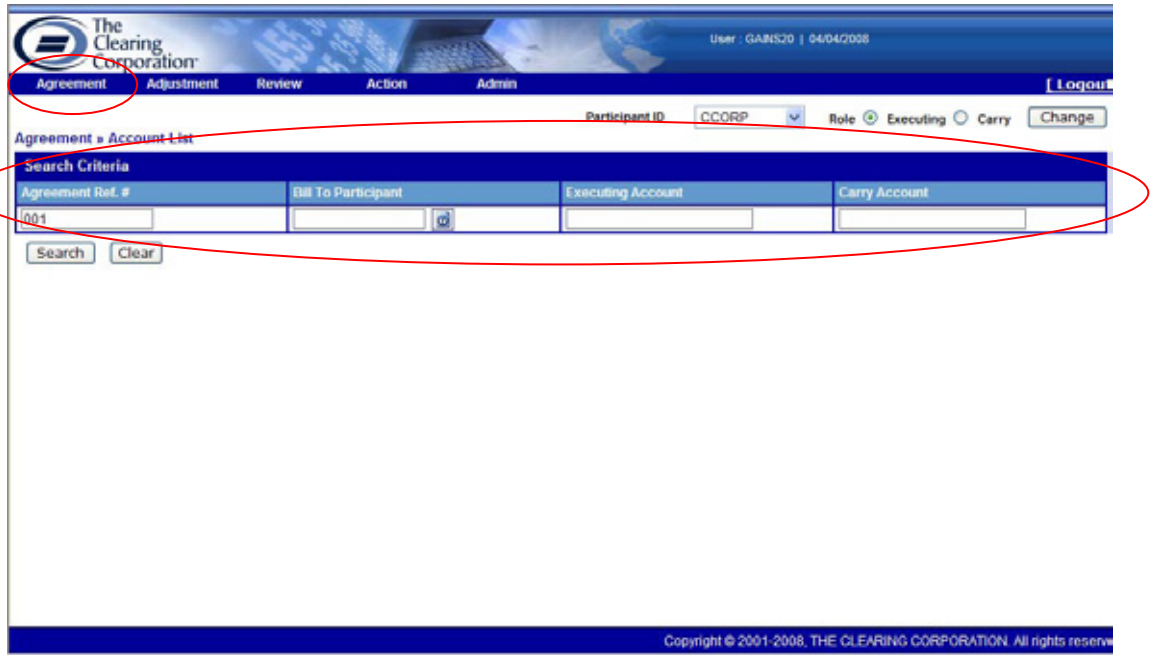
3.4.7 Search for an Account

To search for an account:

1. Click in >> *Agreement* >> *Account List* and input the search criteria (Search Criteria section) – Agreement Ref. #, Bill To Participant, Executing Account and/or Carry Account – and select **SEARCH**. To view the entire list of accounts, do not specify search criteria and select **SEARCH**.



2. The search results appear in the Search Result section. To recall the account details, >> *Action* >> *[+]* .

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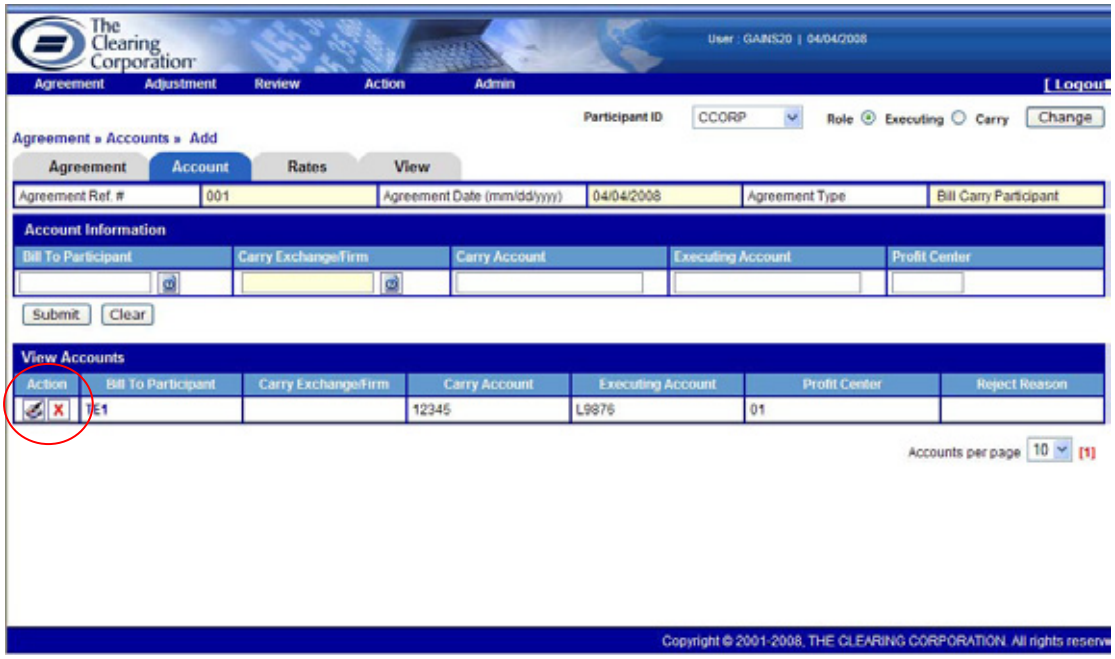
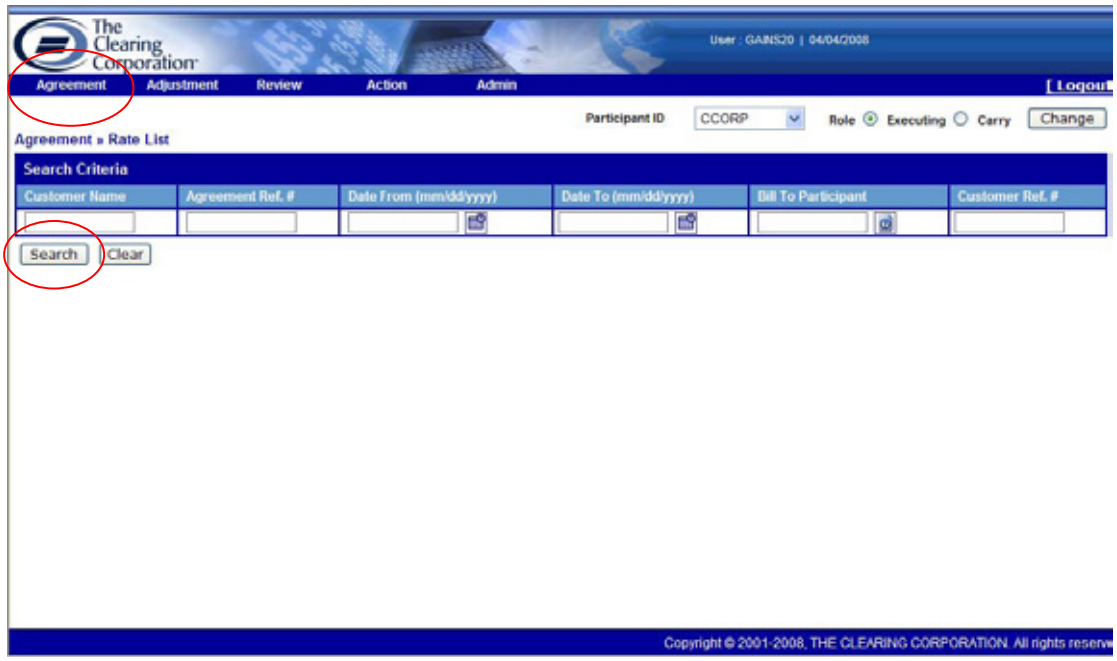
3. To view and edit the agreement, account, or rates, >> *Action* >> *notepad image*.



3.4.8 Search for a Rate

To search for a rate:

1. Click in >> *Agreement* >> *Rate List* input the search criteria – Customer Name, Agreement Ref. #,Date From (mm/dd/yyyy), Date To (mm/dd/yyyy), Bill To Participant, and/or Customer Ref. # – and select **SEARCH**. To view the entire rate list, do not specify search criteria and select **SEARCH**.



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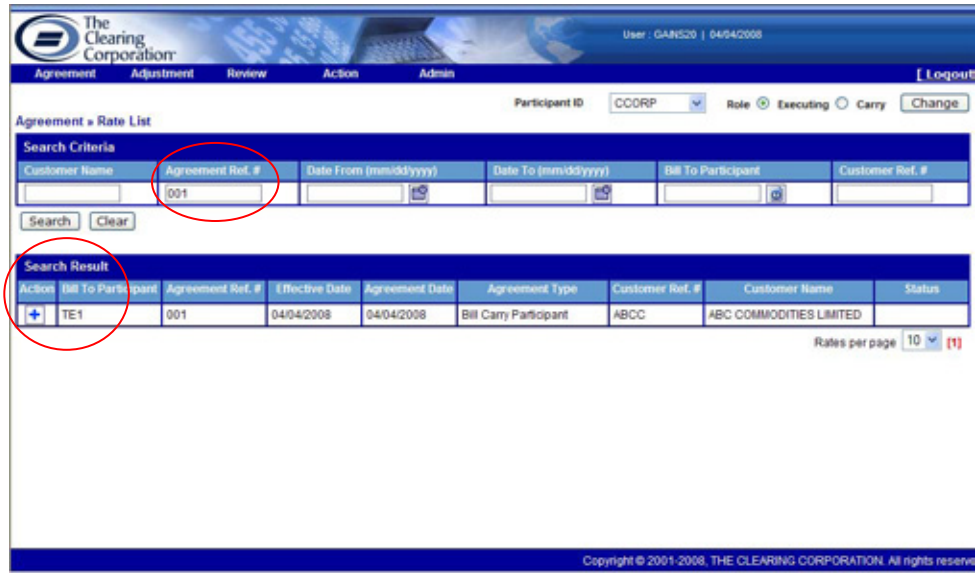
2. To recall the account details >> *Search Result* >> *Action* >> *[+]* .



3.5 3rd Party Relationships

EGUS allows participants to list the *Executing Broker*, *Clearing Broker*, *Customer*, and *Trader* in the give-up agreement and eGAINS allows users to designate third-party billing.

Working through their Execution Firm, the third-party or customer (in order to facilitate payment to the executing firm through eGAINS), must become an eGAINS participant by completing the eGAINS Processing Agreement and submitting their banking instructions to FIA Tech. Within the EGUS / eGAINS third-party relationship, the executing broker has the ability to bill the customer and receive the execution fees through the system. Agreement, rate, trade, and payment detail are only viewable to the executing and third-party participants. Systems (EGUS and eGAINS) may be set-up to accommodate two billing options *(1)* Bill the customer and process the give-in payment through eGAINS, or *(2)* Bill the customer and process the payment outside of eGAINS. See below for a summary of system set-up parameters. Contact FIA Tech for complete details.

1. Bill the customer and process the payment through eGAINS:
   - Customer completes the eGAINS Processing Agreement
   - Customer provides FIA Tech with detailed banking instructions
   - EGUS: Bill To, Customer
   - EGUS: Hide Rates
   - eGAINS: Designate the agreement as a Third Party Agreement (allows eGAINS to facilitate payment from customer to Executing Firm)
   - eGAINS: Bill To Third Party
   - eGAINS: Add the Third Party's carrying participant Exchange/Firm code

or

2. Bill the customer and process the payment outside of eGAINS:
   - Executing Firm completes the eGAINS Processing Agreement
   - EGUS: Bill To, Customer
   - EGUS: Direct Bill = Y

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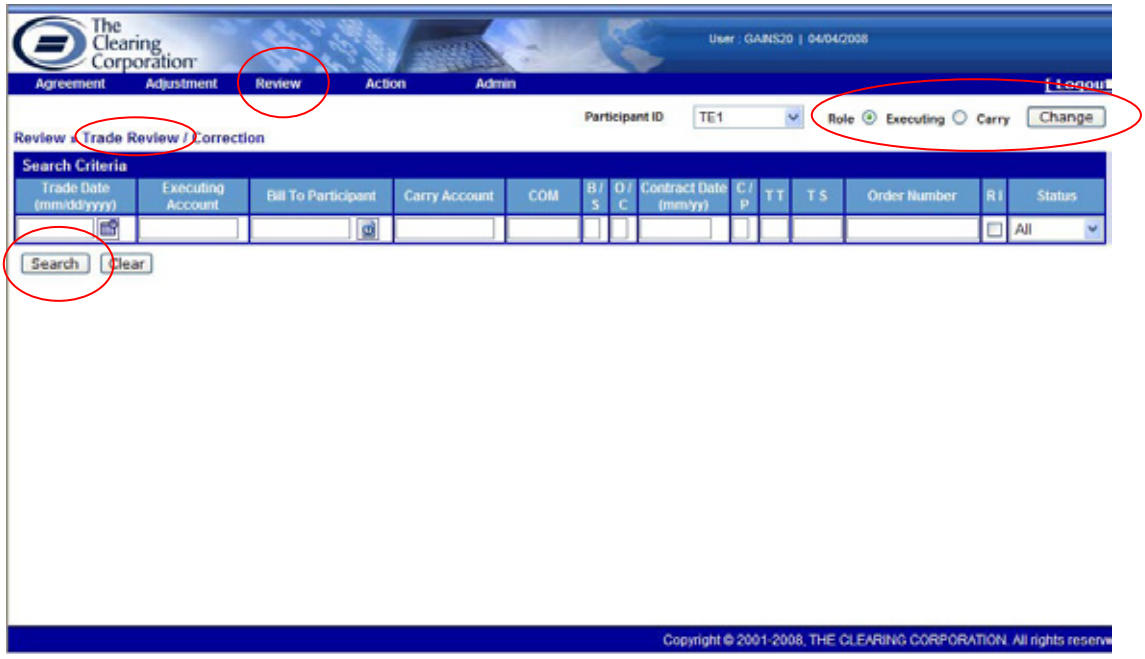
Chapter 4 Trade Processing

4.1 Trade Review

The Trade Review function allows Executing and Bill To participants to review trade details including fees, to identify accounts and rates missing from an agreement, and allows the Bill To participants to reject trades.

To review give-up transactions, set the appropriate Role (Executing or Carry participant):

1. Click in >> *Review* >> *Trade Review* and input the search criteria in the Search Criteria section. Select **SEARCH**. To review all trades, do not input search criteria and select **SEARCH**.
   - Trade Date (mm/dd/yyyy)
   - Executing Account
   - Bill To Participant
   - Carry Account
   - Com (commodity)
   - B/S (buy/sell indicator)
   - O/C (open/close indicator)
   - Contract Date (mm/yy)
   - C/P (call/put)
   - TT (trade type indicator)
   - TS (transaction source code)
   - Order Number
   - RI (reversal indicator)
   - Status (rejected, unlinked)



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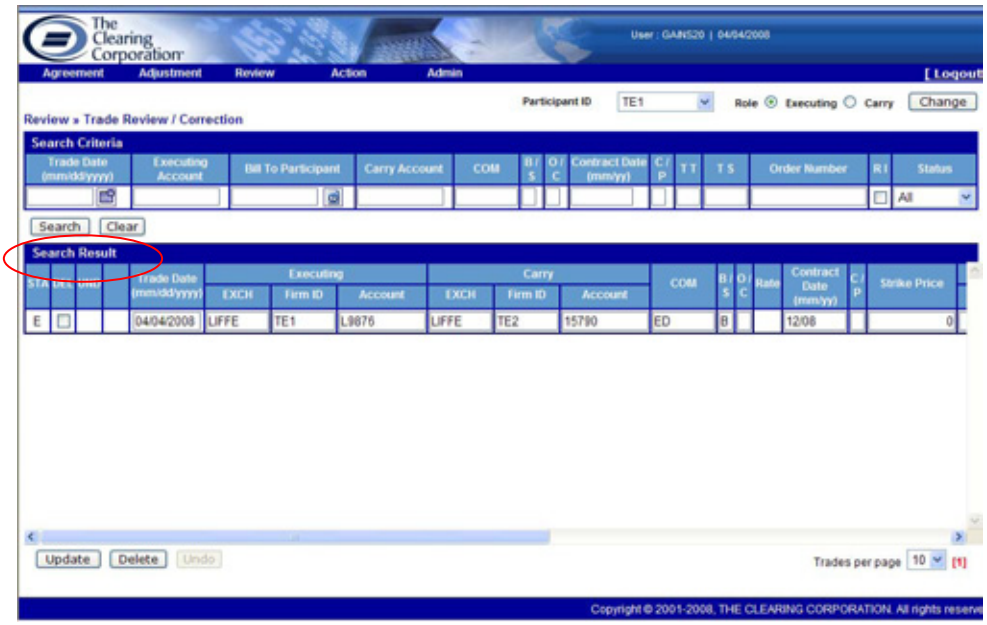
2. Trade details or search result information appears in the Search Result section. The STA (status), DEL (delete), and UND (undo) fields are auto populated and represent the disposition of the trade. The dispositions change as the trades are modified. See 4.1.1 Status Codes for a list of status codes.



4.1.1 Status Codes

eGAINS recognizes the following trade status codes:

- A = Add
- C = Change
- E = Error (unlinked trade due to missing rate)
- R = Rejected
- X = Delete

4.2 Trade Reversal, Eurex

Eurex does not have a trade reversal system for processing trades taken-up in error. To reverse the misallocated take-up, the clearing firm simply initiates a give-up to the originating firm (executing firm) through the Eurex give-up system. Upon receipt of the give-up from the misallocated clearing firm, the executing firm would give-up the trade to the correct clearing firm. Each leg of the give-up process (three legs total), presuming each entity is an eGAINS participant, will appear on the end of day eGAINS trade file. If all parties agree (via joint conference call), the Exchange allows the clearing firm of the misallocated trade to redirect or give the trade directly to the clearer thereby bypassing the give-back to the originating executor.

For trades yet to be yet to be taken-up by the clearing firm the executing firm has the ability to cancel or delete the unclaimed transactions and re-initiate the give-out as desired. However, at the end of the day all unclaimed trades are cancelled and the position remains with the executing firm.

With respect to busted or deleted trades exchange procedures require counterparties to the trade to communicate misclears to the exchange within 30 minutes of execution. All trades, 30 minutes after execution, are good trades. Busted give-up trades are also reversed but will remain in the eGAINS file as give-out cancels.

To reverse the misallocated take-up on T+1, the clearing firm would simply initiate a give-up to the originating firm (executing firm). The T+1 give-up will contain the process date (T+1 or current date)

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and the original trade date (T). Upon receipt of the give-up from the misallocated clearing firm, the executing firm would give-up the trade to the correct clearing firm. The end of day eGAINS trade file will include both legs of the as-of give-up. The original leg was received on trade date. Give-ups are also possible on T+2 after initiating a Eurex HITT – Historical Trade Transfer.

4.3 Trade Reversal, ICE

ICE, like Liffe uses the Trade Registration System (TRS) for processing trades. That said, ICE does not have a trade reversal system for processing trades taken-up in error. In the event of a misallocation, the firm(s) must notify exchange officials providing the trade details as well as requesting a trade reversal. The exchange confirms the request with all counterparties and changes the trade status from allocated to unallocated. Since the reversal and re-allocation occurred on trade date, the exchange provides only the execution and clearing entry on the eGAINS trade file. The misallocated give-out is not included in the end of day trade file.

Give-outs, yet to be taken-up by the clearing firm, must be resolved by the end of the business day. All unclaimed trades at the end of the day are considered unallocated. Unallocated position remains with the executing firm and the give-out allocation is moved to the Kerb TRS account for the clearing firm to accept the next business day.

On T+1, to reverse a misallocated taken-up on trade date, the clearing firm(s) must notify exchange officials of the trade details as well as request a trade reversal. The exchange confirms the request with all counterparties and changes the trade status of the as-of allocation from allocated to unallocated. Since the original allocation occurred on trade date and the reversal on T+1, the exchange provides the execution and clearing entry on the eGAINS trade file on trade date. The T+1 reversal and reallocation would be included on the eGAINS file with the as-of trade date.

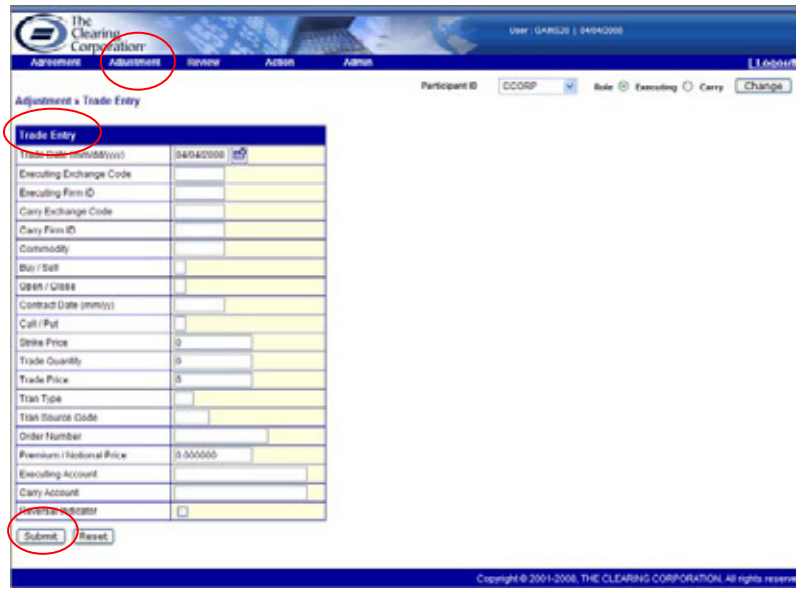
4.4 Trade Reversal, Liffe

Since Liffe and ICE use the Trade Registration System (TRS) for processing trades, please reference section 4.3 Trade Reversal, ICE for trade reversal details.

4.5 Add Trades

The Trade Entry screen is used by the Executing participant to manually enter trades that did not clear or post through the exchange's give-up process. To add a trade:

1. Click in >> *Adjustment* >> *Trade Entry* and add the trade detail. Select **SUBMIT**.



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4.6 Correct Manually Added Trades

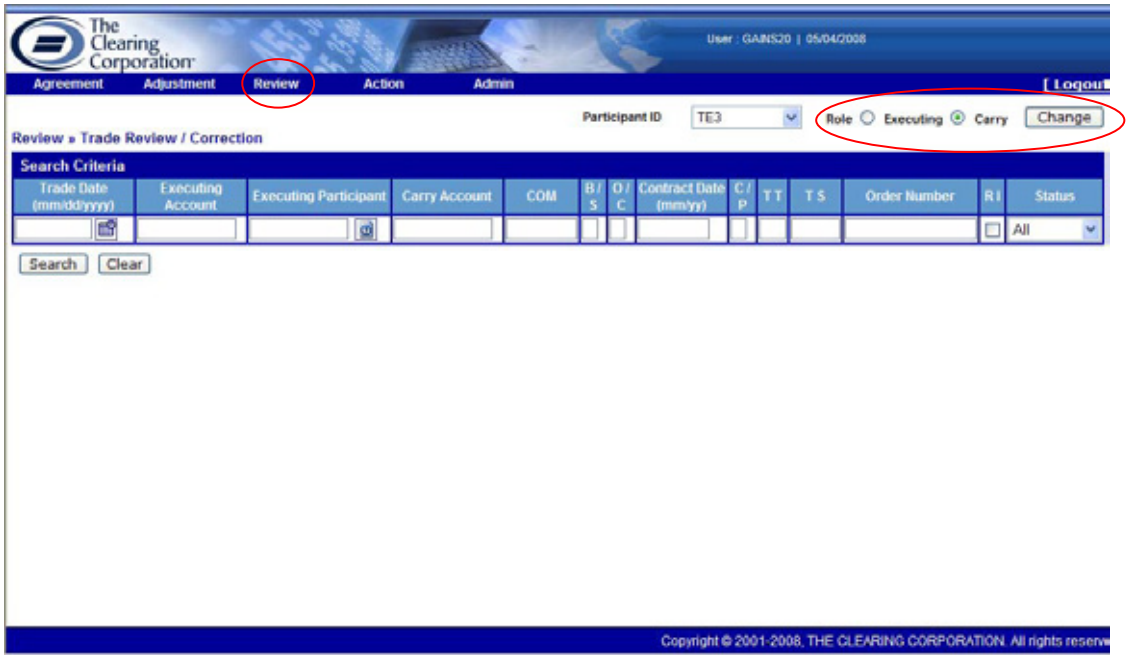
Recall the trade, highlight the appropriate field and enter the correction. Select **UPDATE**. This prompt the system to change the trade record and trade status from blank to C.

4.7 Reject Trades

Trades may be rejected by the Bill To participant only due to misinformation – trade, rate, fee, or account. Further, the Carry participant may add a rejection message to the reject record indicating the reason for the rejection. If the rejected trade is not re-accepted before the start of the banking cycle, eGAINS will not process the payment calculation. Rejections create an action notification to the Executing participant.

To reject all or part of a transaction, recall the transaction:

1. Click in >> *Review* >> *Trade Review/Correction (drop down menu option within Review).* Change the Role from Executing to Carry (if needed) and select **CHANGE**.



2. Input the search criteria in the Search Criteria section and select **SEARCH**. To review all trades, do not input a search criteria and select **SEARCH** (eGAINS displays the full trade record however, due to size constraints, the below screen shot shows only the partial transaction). Search results appear in the Search Result window.

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3. Check the REJ (reject) box to reject the trade and select **SUBMIT**.

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4. The STA (status) changed to R reflecting the Bill To participant's rejection.

5.

5. Scrolling to the right via the eGAINS screen, the Bill To participant may add a comment regarding the reason for the reject >> *Reason*.

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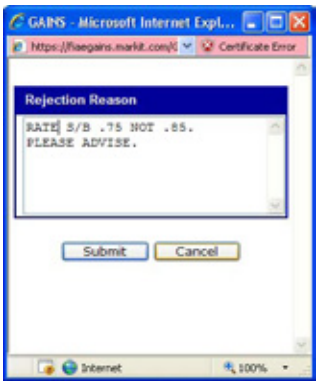
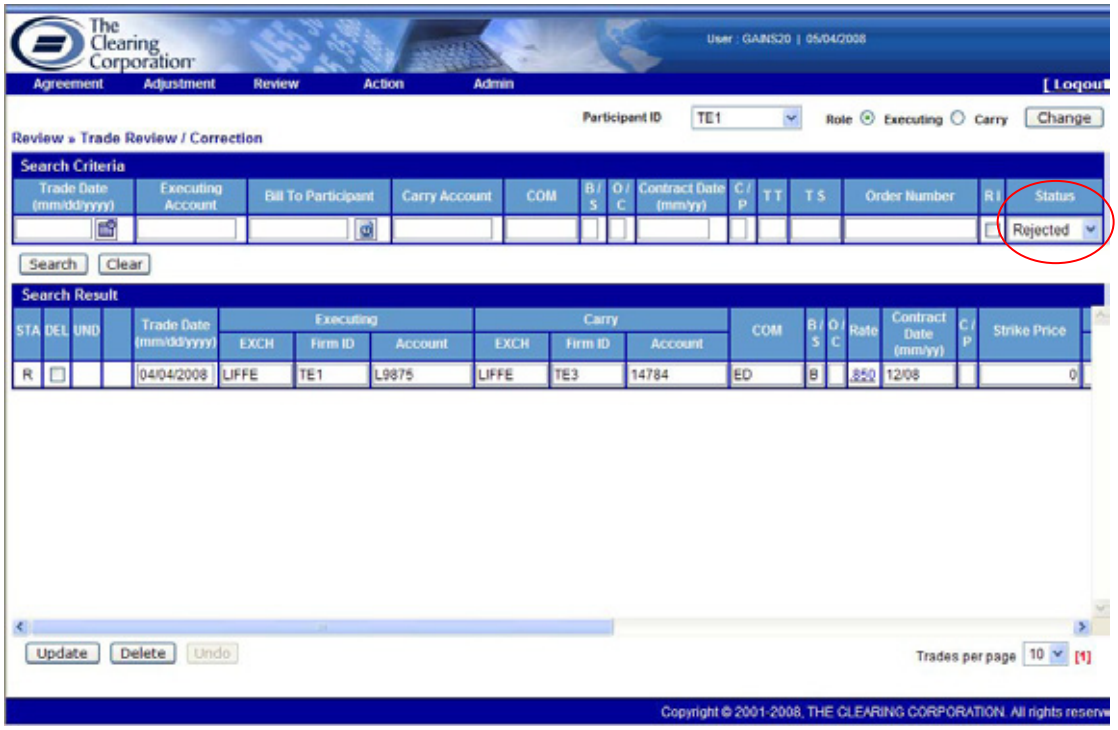
6. Add reject reason to the pop-up window. Select **SUBMIT**.



7. When the Executing firm searches their record by Rejected status (>> *Review* >> *Trade Review/Correction*), the rejected trade and detailed message appears.



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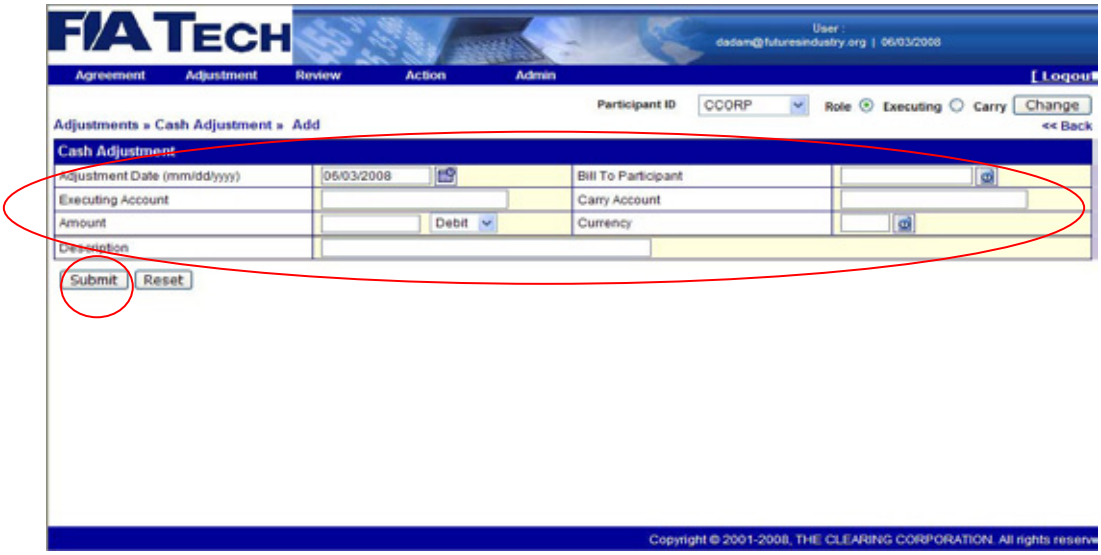
4.8 Cash Adjustments

To add a cash adjustment:

1. Click in *Adjustment >> Cash Adjustment >> Add.*

2. Add adjustment details (the Adjustment Date, Bill to Participant, Amount and Currency are mandatory) and select **SUBMIT**:
   - Adjustment Date (mm/dd/yyyy)
   - Bill to Participant
   - Executing Account (if applicable)
   - Carry Account (if applicable)
   - Amount
   - Debit or Credit
   - Currency
   - Description (free form text field used to describe the nature of the adjustment)



NOTE: Once a cash adjustment is added into the system, the adjustment date determines if the adjustment is a current or prior month adjustment. The Review >> Payment Review screen allows users to search by payment month.

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Chapter 5 Reports

eGAINS provides daily, month-end preliminary, month-end final, end of cycle preliminary and end of cycle final reports for each processing month.

The following daily and month-end reports will be available:

- GNS00001: Trade Detail Daily Report for Executing Participants
- GNS00002: Trade Detail Daily Report for Carry Participants
- GNS00003: Trade Detail End of Month Report for Executing Participants
- GNS00004: Trade Detail End of Month Report Carry Participants
- GNS00005P: Trade Detail End of Cycle Report for Executing Participants - Prelim
- GNS00005F: Trade Detail End of Cycle Report for Executing Participants - Final
- GNS00006P: Trade Detail End of Cycle Report for Carry Participants - Prelim
- GNS00006F: Trade Detail End of Cycle Report for Carry Participants - Final
- GNS00007: Cash Adjustment Daily Report for Executing Participants
- GNS00008: Cash Adjustment Daily Report for Carry Participants
- GNS00009: Cash Adjustment End of Month Report for Executing Participants
- GNS00010: Cash Adjustment End of Month Report for Carry Participants
- GNS00011P: Cash Adjustment End of Cycle Report for Executing Participants - Prelim
- GNS00011F: Cash Adjustment End of Cycle Report for Executing Participants - Final
- GNS00012P: Cash Adjustment End of Cycle Report for Carry Participants - Prelim
- GNS00012F: Cash Adjustment End of Cycle Report for Carry Participants - Final
- GNS00013: Payment End of Month Report for Executing Participants
- GNS00014: Payment End of Month Report for Carry Participants
- GNS00015P: Payment End of Cycle Report for Executing Participants - Prelim
- GNS00015F: Payment End of Cycle Report for Executing Participants - Final
- GNS00016P: Payment End of Cycle Report for Carry Participants - Prelim
- GNS00016F: Payment End of Cycle Report for Carry Participants - Final
- GNS00017: Rate Set Daily Report for Executing Participants
- GNS00018: Rate Set Daily Report for Carry Participants
- GNS00019: Rate Set Differences Daily Report for Executing Participants
- GNS00020: Rate Set Differences Daily Report for Carry Participants
- GNS00021: Rate Set Differences End of Month Report for Executing Participants
- GNS00022: Rate Set Differences End of Month Report for Carry Participants
- GNS00023: Rate Set Differences End of Cycle Report for Executing Participants – Prelim
- GNS00023F: Rate Set Differences End of Cycle Report for Executing Participants - Final
- GNS00024P: Rate Set Differences End of Cycle Report for Carry Participants - Prelim
- GNS00024F: Rate Set Differences End of Cycle Report for Carry Participants - Final
- GNS00025: Daily Audit Report
- GNS00029: Summary of Payment by Billing Participant for All Participants
- GNS00030: Summary of Payment by Billing Participant Only
- GNS00031: Summary of Payment by Billing Participant - Rerun Production Participants Only
- GNS00032: Payment End of Month Report for Executing Participants - Production Participants Only
- GNS00033: Payment End of Month Report for Carry Participants - Production Participants Only
- GNS00034 Payment End of Cycle Report for Executing Participants - Production Participants - Prelim
- GNS00034F: Payment End of Cycle Report for Executing Participants - Production Participants - Final
- GNS00035: Payment End of Cycle Report for Carry Participants - Production Participants - Prelim
- GNS00035F: Payment End of Cycle Report for Carry Participants - Production Participants - Final

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- GNS00036F: Payment End of Cycle Report for Executing Participants - Final Rerun
- GNS00037F: Payment End of Cycle Report for Carry Participants - Final Rerun
- GNS00050: Trade Detail Daily Report for Unlinked Trade

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Chapter 6 Banking

To complete the eGAINS monthly processing cycle, FIA Tech provides pay and collect instructions to its banking correspondent. The correspondent (financial institution) acts as an intermediary for transmitting and receiving give-up fee payments. Even though the banking correspondent facilitates month-end payments, it is not necessary to establish a bank account with the institution. To ensure prompt payments however, eGAINS participants must provide FIA Tech with detailed banking instructions no later than 30 days prior to the payment cycle. This provides sufficient time for the correspondent to verify the banking relationship(s) and add the detailed instructions to their payment system in advance of payment processing.

6.1 Payment System

All currency settlements are facilitated through SWIFT.

6.2 Settlement Currencies

Direct debits/drawdowns or credits are made via the eGAINS participant's bank account(s) wherever located. FIA Tech's banking correspondent validates, edits, reformats and/or transmits eGAINS instructions via SWIFT to the participant's designated bank(s).

NOTE: FIA Tech's currency bank accounts are located in London, other than USD, which is domiciled in New York.

At launch and through eGAINS, participants my settle give-up fees in the following currencies:

- CHF, Swiss Franc
- DKK, Danish Krone
- EUR, Euro Currency
- GBP, British Pound
- ISK, Icelandic Krona
- JPY, Japanese Yen
- NOK, Norwegian Krone
- PLN, Polish Zloty
- SEK, Swedish Krona
- TRY, Turkish Lira
- USD, US Dollar
- ZAR, South African Rand

6.3 Processing Guidelines

Please be advised of the following processing guidelines:

- SWIFT payments will be facilitated through FIA Tech's banking correspondent.
- Participants must instruct their bank(s) to release funds to the banking correspondent by completing a 3rd Party Debit Authorization Form (typically supplied by your bank and filed by you, the account holder, with your bank); also known as a Direct Debit Mandate. This is a one-time set-up authorizing the release of funds.
- Give-up pays and collects are gross not net per participant.
- eGAINS recognizes London bank holidays. FIA Tech will adjust debit and credit dates to the degree the payment date(s) coincide with a London bank holiday.

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6.4 Managing Accruals and Reducing the Credit Window

Pay/collect match-off between the participant's internal ledger (books) to eGAINS is the responsibility of the participant. eGAINS provides no position or rate reconciliation tool to facilitate an automated comparison.

Since the credit for executed transitions will not post to the executing firm's bank account for 60 business days, eGAINS provides end-of-month trade, position, and pay/collect summary reports. The reports detail the debit and credit amounts FIA Tech shall publish the specific dates to which the monies shall be credited to or debited from the bank accounts (see following report examples).

In the opening days of eGAINS, funds will be held by FIA Tech for 60 business days. The number of days will drop as more users are added to the system. We anticipate dropping the float period to 20 days once the amount of money flowing through the system reaches projected levels.

6.5 Processing Deadlines

Month-end processing deadlines include:

Business Day	Activity/Deadline
1st Bus. Day	Complete prior month accounting
7th Bus. Day (8 p.m., EST)	Deadline for executing firm to correct/adjust trades
15th Bus. Day (8 p.m., EST)	Deadline for clearing firm to re-accept or reject trades
16th Bus. Day	FIA Tech enters debits into banking system
17th Bus. Day	Clearing firms' accounts are debited; credit float begins
Last Bus. Day	Deadline for firms to submit bank changes (names, locations, accounts)
60 Bus. Day from debit	End of float period (variable)

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Chapter 7 Contact Us & Help

Markit Support

For questions, please contact Markit Client Relations by:

- Live instant help via Markit Connex, or
- Email at support@markit.com
- Phone in North America at +1 877-7-Markit (i.e. +1 877.762.7548), or in Europe at +31 (0) 20 502 5286

CCorp Support, 312.786.5732

FIA Tech Support, 202.772.3000

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FIA Technology Services, Inc.
2001 Pennsylvania Ave. NW
Suite 600
Washington, DC 20006-1823
202.466.5460
202.296.3184 fax
www.futuresindustry.org

eGAINS PARTICIPANT – User Set-Up Information

Thanks for participating in eGAINS. This form will be used by FIA Tech to create your eGAINS user profile. Please complete the shaded areas and forward the completed form to Courtney Ragar, FIA Technology Services (email: cragar@futuresindustry.org; phone 202-772-3000; fax 202-296-3184).

eGAINS Participant – Contact Information (All Users)

The eGAINS Administrator oversees give-up processing, approves system users, liaises with Advisory Groups, and addresses pay/collect considerations. The Operations Contact processes day-to-day give-up transactions. If your firm is establishing multiple participant IDs, please provide a primary and secondary contact for each participant ID (if individuals differ by participants).

The eGAINS application cross-references the exchange's give-up trade records against EGUS agreements. The eGAINS Participant ID provides user access to view or update the trade records. eGAINS Participant IDs are based on exchange clearing relationships and the maximum number of IDs is contingent on the number of firm mnemonics at the exchange. For instance, if an institution has two clearing firm affiliates at a respective exchange, eGAINS *may* create two user IDs. Even though eGAINS can create distinct IDs per relationship, it is not necessary to create an ID per relationship since the institution may want to group all trade activity under one ID. Please complete the table and in the event of multiple IDs please note the Firm Name(s) and Mnemonic(s). Please contact FIA Tech with questions.

Company	
eGAINS Administrator	
Title	
Telephone	
Email	
Number of Participant IDs	
Primary Operations Contact	
Telephone	
Email	
Secondary Operations Contact	
Telephone	
Email	

Eurex		ICE		Liffe	
Firm Name(s)	Firm Mnemonic(s)	Firm Name(s)	Firm Mnemonic(s)	Firm Name(s)	Firm Mnemonic(s)

eGAINS User ID Request

Please identify on the grid below any employees you would like to give access to eGAINS. FIA Tech will load the information Courtney Ragar, FIA Technology Services prior to giving you access to the system. Please forward the completed form to (email: cragar@futuresindustry.org; phone 202-772-3000; fax 202-296-3184).

Please provide the following individual(s) eGAINS access:

Firm	User	Email	Exchange Eurex = XEUR ICE = ICE Liffe = LIFFE ALL = Eurex, ICE, Liffe	Function B = Browse (View) U = Update

Authorized By (must be authorized by the System Administrator): _____

Signature

Date:_____ _____

Print Name

Print Form

eGAINS Processing Agreement

This eGAINS Processing Agreement (this "Agreement") between FIA Technology Services Inc. ("FIA Tech") and System User (each a "Party" and, collectively, the "Parties") is made as of the Effective Date.

Recitals

WHEREAS, the System User wishes to have FIA Tech, using the Give-Up Automated Invoicing System offered by FIA Tech ("eGAINS"), administer debit and credit entries to System User's Account to effect the payment of fees relating to give-up execution services in connection with transactions on the Exchange(s); and

WHEREAS, FIA Tech is willing to perform such services and effect such payments on the terms set forth below.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIA Tech and System User agree as follows:

1. **Definitions**

"Account" means the System User's Bank account or accounts, the details of which shall be specified in a form substantially similar to that set forth in Exhibit A and provided to FIA Tech upon execution of this Agreement by System User, to be used to effect payment and receipt of Give-Up Agreement Fees via eGAINS relating to give-up execution services.

"Affiliate" means, any entity that controls, is controlled by, or is under common control with a Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, (a) at least fifty percent (50%) of the voting securities of the entity, or (b) the power to direct, or cause the direction of the management, policies, or operation of an entity whether through ownership of voting securities, by contract or otherwise.

"Authorized Affiliate(s)" means those Affiliates set forth in Exhibit B that are authorized by System User to use eGAINS under this Agreement. Exhibit B may be amended from time to time by written agreement between the Parties.

"Bank" means: (a) with respect to FIA Tech, the banking entity set forth in Exhibit C, which may be amended by FIA Tech from time to time in accordance with the terms of this Agreement; and (b) with respect to System User, the financial or banking entity at which System User maintains its Account.

"Board" means the FIA Tech Board of Directors.

"Business Day" means a 24-hour period ending at 5:00 p.m. U.S. Eastern Prevailing Time on a weekday on which banks are open for general commercial business in London.

"Claims" means any and all claims, proceedings, actions or liabilities, matured or unmatured, liquidated or unliquidated, contingent or ripe, threatened or filed, whether groundless, false, fraudulent or otherwise, and the resulting losses, awards, fines, judgments, penalties, damages, expenses, and costs, including, but not limited to, court costs and reasonable attorneys' fees, whether incurred by settlement, order or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Clearing Broker" means a clearing or carrying broker that is a party to a Give-Up Agreement.

"Confidential Information" means all information that is not generally known to the public and which either Party, or its service providers, or other persons (to the extent such Party owes a duty of confidence to any such person) has rights, which information is marked confidential, restricted, or proprietary by the Party having rights in the same, or which, under all of the circumstances, a reasonable business person should know to treat the information as confidential and/or proprietary. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party in breach of this Agreement; (b) was known to the receiving Party as of the time of its disclosure; (c) is independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party; or (d) is subsequently learned from a third-party not subject to an obligation of confidentiality with respect to the information disclosed.

"Credit Amount" means the Give-Up Agreement Fees due in any applicable calendar month to System User or Other System Users as Executing Party(ies) to be credited to the Executing Party(ies) at the end of the applicable Float Period.

"Credit Date" means the day set forth in Exhibit D or as otherwise set forth in this Agreement when the accounts of the Executing Parties due Credit Amounts are credited in each applicable Float Period.

"Debit Amount" means the Give-Up Agreement Fees owed by System User or any Other System User(s) as Clearing Brokers in any applicable calendar month.

"Debit Date" means the day set forth in Exhibit D or as otherwise set forth herein when the accounts of the Clearing Brokers are debited in each applicable Float Period.

"Effective Date" means the date on which FIA Tech executes this Agreement, as set forth in the Signature Page below.

"eGAINS" means the Give-Up Automated Invoicing System, an internet-accessible application used to provide automated pay and collect services for execution billing and payment to eligible participants in the futures and options industry.

"EGUS" means FIA Tech's Give-Up Agreement execution system.

"Exchange(s)" means any exchange(s), trading platform(s) and/or clearing system(s) participating in eGAINS and any successors thereto.

"Executing Party" means an executing broker or dealer that is a party to a Give-Up Agreement.

"Float Payment" means the interest and/or investment income earned on all the Give-Up Agreement Fees held by FIA Tech in accordance with this Agreement.

"Float Period" means the period of time from and including the Debit Date until and including the Credit Date.

"Form of Instruction" means the form provided to System User by FIA Tech authorizing the Exchange(s) to provide Trade Data to FIA Tech for the purposes set forth in this Agreement.

"Give-Up Agreement(s)" means the arrangement used by System User or its Affiliates, as the case may be, to engage in transactions in which an Executing Party executes or processes a trade on behalf of a customer or a trading manager of a customer for the account of such customer at the Clearing Broker with the intent that the Executing Party will execute and give up the contract to the Clearing Broker.

"Give-Up Agreement Fee" or "GUAF" means the amount a Clearing Broker pays as a fee to an Executing Party pursuant to each Give-Up Agreement.

"GUAF Account(s)" means the account(s) set forth in Exhibit C, which may be amended by FIA Tech from time to time in accordance with the terms of this Agreement, in which all Give-Up Agreement Fees are deposited during any applicable Float Period.

"Interest Rate" means the lesser of the rate of one and one-half (1.5%) percent per month or the maximum interest rate permitted by applicable law.

"Other System User(s)" means any system user(s) other than System User who also has/have executed an "eGAINS Processing Agreement" with FIA Tech.

"Payment Summary Report" means the electronic report posted online via eGAINS that summarizes the System User's debits and credits related to the applicable Give-Up Agreement Fees for the current month.

"Processing Schedule" means the eGAINS process set forth in Exhibit D hereto or as otherwise set forth herein, which may be amended by FIA Tech from time to time in accordance with the terms of this Agreement.

"System User" means the entity who executes this Agreement with FIA Tech and any Authorized Affiliate(s), including any authorized employee(s) or designee(s) thereof; notwithstanding the foregoing, for the purposes of Sections 6 (Representations and Warranties), 9 (Indemnification), and 10(b) (Termination), the term "System User" shall not refer to or include a System User's employee.

"System User Agreement" means the system user agreement between System User and FIA Tech.

"System User Dispute" means any dispute, claim, action or proceeding between System User and any Other System User arising under or in connection with this Agreement, any Other System User eGAINS Processing Agreement or eGAINS.

"System User Float Payment Percentage" means the monetary amount equal to the percentage of the applicable Float Payment(s) attributable only to System User's payment and any receipt, as the case may be, of its Give-Up Agreement Fees via eGAINS during the applicable Float Period(s).

"Taxes" means all national, federal, state, municipal, and other governmental excise, sales, use, customs, stamp, registration, value added or other taxes, fees, levies, or duties, or other charges or withholdings of a similar nature, of any country, whether imposed directly or indirectly, now in force or enacted in the future, including any interest, additions to Taxes, or penalties applicable thereto, excluding taxes based on the income of FIA Tech.

"Trade Data" means the trade data used by FIA Tech to facilitate the calculation of payments by eGAINS or otherwise for use in connection with eGAINS or EGUS.

"USD" means United States Dollars.

2. eGAINS Process and System User Authorizations

FIA Tech agrees to effect, pursuant to eGAINS, the payment and debit of Give-Up Agreement Fees owed by or payable to the System User based upon give-up services provided to or received from Other System Users related to transactions on the Exchange(s). The credits, debits, payments and reports will be effected or provided in accordance with the Processing Schedule.

2(a) eGAINS Process

2(a)(i) Calculation of Payments

eGAINS, using Trade Data, will calculate the amount of Give-Up Agreement Fees owed by and/or due to the System User based on the System User's total give-up transactions for each applicable calendar month. Provided that System User (A) is not in breach of any of its obligation(s) under this Agreement, eGAINS or EGUS, (B) is in compliance with all requirements under this Agreement, and (C) is not delinquent with respect to any Debit Amounts or other amounts due hereunder, FIA Tech, in accordance with the Processing Schedule, will provide the System User with the opportunity to make corrections or adjustments prior to the Debit Date to reject all or part of the Give-Up Agreement Fee information for such month. If the System User's monthly Give-Up Agreement or Give-Up Agreement Fee information is not rejected in accordance with the Processing Schedule, such information and the corresponding Debit and Credit Amounts will be deemed accepted for that month. If System User does not meet the requirements of Section 2(a)(i)(A) through (C) in any calendar month, FIA Tech may remove System User's give-up transaction information from such calendar month's eGAINS calculation.

2(a)(ii) Give Up Agreement Fee Transfers

FIA Tech will effect the debits and/or credits, as the case may be, to the System User's Account(s) in the amount(s) calculated in accordance with the provisions of Section 2(a)(i) above and the Processing Schedule. FIA Tech or its designee will effect corresponding debits/credits to the Other System Users owing Debit Amounts or due Credit Amounts on the dates set forth in the Processing Schedule.

If the System User owes a Debit Amount in any applicable calendar month, FIA Tech or its designee will debit System User's Account equal to the Debit Amount on the Debit Date of such month.

If the System User is due a Credit Amount in any applicable calendar month, FIA Tech or its designee will make a credit entry to System User's Account equal to the Credit Amount on the Credit Date in the applicable Float Period.

FIA Tech shall not be obligated to pay any Give-Up Agreement Fees due to any Executing Party from FIA Tech's own funds if the corresponding Clearing Broker owing the Debit Amount to such Executing Party in the applicable month fails to provide or make available the requisite funds in such Clearing Broker's Account on the applicable Debit Date. If any Clearing Broker fails to provide or make available the Debit Amount, or any portion thereof, due to any Executing Party during any Float Period, FIA Tech shall have no liability for any such failure and such Executing Party shall have no claim or recourse against FIA Tech for such Debit Amount.

2(a)(iii) Debit Failures

In the event the Account(s) of System User or any Other System User, as applicable, cannot be debited for the full amount owed on the Debit Date, FIA Tech may: (A) delay the Debit Date for all System Users and/or adjust amounts as long as reasonably necessary and instead debit any or all Clearing Brokers on a later date, provided that FIA Tech will provide notice to System User of the delay only if the Debit Date is delayed for more than two (2) Business Days; (B) remove the Trade Data regarding such System User's Give-Up Agreement Fees for the applicable calendar month from the eGAINS calculation and recalculate Give-Up Agreement Fees owed by or payable to all remaining System Users; and/or (C) take any other remedial action FIA Tech, in its reasonable discretion, deems necessary. If System User's give-up transactions are removed from the calculations of eGAINS for a calendar month pursuant to this Section 2(a)(iii), System User will not be permitted to continue to participate in eGAINS in subsequent months unless FIA Tech determines, in its sole discretion, that System User has deposited and maintained sufficient funds in its Account to pay any Debit Amounts as required hereunder and due in prior, current and/or subsequent calendar month(s), as applicable. System User agrees to pay all Bank fees and costs, including all reasonable attorneys' fees, incurred by FIA Tech in connection with any System User debit failure except to the extent arising from fraud, gross negligence or willful misconduct by FIA Tech.

2(a)(iv) Credit Failures

In the event System User is due Give-Up Agreement Fees and System User's Account(s) cannot be credited in the applicable Float Period, FIA Tech shall inform the System User immediately and will reasonably cooperate with System User to facilitate the transfer of funds, provided that System User agrees to pay all Bank fees and costs, including all reasonable attorneys' fees, incurred by FIA Tech in connection with such cooperation.

2(a)(v) Reports

FIA Tech, via eGAINS, will provide System User access to a Payment Summary Report showing System User's pertinent data and related fee calculations.

2(b) System User Authorizations and Agreements

2(b)(i) Trade Data Instruction

System User agrees to execute and deliver to FIA Tech and any other entity designated by FIA Tech the Form of Instruction as directed by FIA Tech. System User hereby consents to FIA Tech's use of the Trade Data for the purpose of administering eGAINS and provision of the Trade Data to Other System Users to the extent necessary to document the calculation of amounts credited or debited to such System User or Other System Users via eGAINS.

2(b)(ii) eGAINS Account

System User agrees to maintain an Account in order to facilitate the transfer of Give-Up Agreement Fees due by and/or owed to System User pursuant to eGAINS. System User will provide a completed Exhibit A setting forth its Account information to FIA Tech within five (5) Business Days of the Effective Date. THE SYSTEM USER AGREES THAT SYSTEM USER AND THE SYSTEM USER'S BANK WILL HAVE SOLE RESPONSIBILITY FOR THE ADMINISTRATION OF SUCH ACCOUNT AND ACKNOWLEDGES THAT FIA TECH HAS NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT THERETO.

2(b)(iii) Modifications of System User Account Information

System User agrees that it will provide written notice to FIA Tech at least thirty (30) calendar days in advance of any change to System User's Account identified in Exhibit A to this Agreement. Such notice shall include a revised Exhibit A to this Agreement setting forth the same information for the new Account required for the initial Account in Exhibit A.

2(b)(iv) Debits and Credits

System User agrees to pay Give-Up Agreement Fees to, and shall have the right to receive such Give-Up Agreement Fees from, each Other System User in the amounts due and owed as a result of its participation in eGAINS and its obligations hereunder.

System User authorizes FIA Tech, directly or through a designee, to effect the debit and/or credit entries (as the case may be) in its Account for amounts owed by or payable to the System User as determined by eGAINS.

System User acknowledges and agrees that the Debit and Credit Amounts, and the Debit and Credit Dates, will vary from month to month.

2(b)(v) Accuracy of Data

System User acknowledges and agrees that System User is solely responsible for ensuring the accuracy of the amounts to be debited and credited via the applicable Bank or wire transfer system or information transmitted in accordance with Section 2(a)(i) or otherwise in relation to its eGAINS Account and, in the event of any inaccuracy in its information or the applicable amounts debited or credited, System User promptly will contact the relevant Other System User(s) directly to attempt to resolve any such inaccuracy.

2(b)(vi) Debit and Credit Corrections

In the event any debits or credits to System User's Account on days not set forth in the Processing Schedule are deemed necessary by FIA Tech and/or the applicable System User(s), each in its reasonable discretion, System User authorizes FIA Tech, directly or through a designee, to initiate credit and/or debit entries to the Account(s), in the current or subsequent calendar month(s): (A) as set forth in the Processing Schedule and Section 2(a) above; (B) in the event of a mistake, error or omission relating to Debit or Credit Amounts by FIA Tech, System User, or any other System User or third party; and (C) in order to return or deduct Give-Up Agreement Fees as necessary based on a recalculation of applicable Debit and Credit Amounts.

2(b)(vii) Clearing Broker Release

If System User is acting as a Clearing Broker in any applicable month, System User as Clearing Broker releases all claims and title to the applicable Debit Amount as of the applicable Debit Date. For the avoidance of doubt, nothing herein shall prohibit System User from resolving any mistake or otherwise making any adjustment with respect to any prior or current applicable Credit or Debit Amount(s) as permitted by this Agreement, or engaging in a good faith System User Dispute with any Other System User(s) with regard to any applicable Credit or Debit Amount(s).

2(b)(viii) Appointment of FIA Tech as Custodian

For the term of this Agreement, System User hereby constitutes and appoints FIA Tech as System User's agent and true and lawful attorney-in-fact with the full irrevocable power and authority to act in the name, place and stead of System User, in FIA Tech's discretion, for the purpose of collecting, holding, transferring and taking any and all other action with respect to the System User's funds held by FIA Tech as custodian for System User pursuant to this Agreement and solely for the purposes of fulfilling FIA Tech's obligations hereunder. System User agrees that the applicable Give-Up Agreement Fees will be retained by FIA Tech as custodian, and held and administered, for and on behalf of eGAINS Executing Parties, for the duration of each applicable Float Period. System User acknowledges and agrees that FIA Tech as custodian is an agent and bailee only

and is not intended to be nor shall it be construed to be a trustee or fiduciary under this Agreement of or for either the System User or any Other System Users.

3. Interest Payments; Funding of eGAINS; Other Payment Terms

3(a) Interest Payments

Any shortfall of the full Debit Amount owed by the System User on any Debit Date and not made available to FIA Tech shall accrue interest from the applicable Debit Date at the Interest Rate, from (and including) the applicable Debit Date, to (but excluding) the date such Debit Amount owed is paid or the date the System User is removed from eGAINS ("Interest Amount"). Within three (3) Business Days of the FIA Tech invoice date, System User will pay the Interest Amount due to FIA Tech by deposit or transfer of immediately available funds to the account specified in the invoice.

3(b) Funding of eGAINS

System User hereby directs and instructs FIA Tech to deposit in the applicable GUAF Account(s) during any applicable Float Period all Give-Up Agreement Fees collected by FIA Tech. eGAINS will be funded from the Float Payments, which Float Payments shall accrue solely for the benefit, and be the sole property, of FIA Tech and shall constitute income earned by FIA Tech under the terms of this Agreement. Float Payments will be processed as provided in the Processing Schedule.

The length of the Float Period will be determined by FIA Tech in its commercially reasonable discretion; provided, however, that the Float Period shall in no event be more than ninety (90) calendar days. Any amendments or modifications to the Float Period will be prospective only and approved in advance by the Board and upon prior electronic notice to System User. System User acknowledges and agrees that the duration of each Float Period during which the funds will be held by FIA Tech will vary, depending upon, inter alia, the amount of funds in eGAINS and held by FIA Tech.

3(c) Other Payment Terms

All costs of collection, including, but not limited to, Bank fees and/or reasonable attorneys' fees, for any amounts due hereunder shall be the responsibility of and paid by System User. FIA Tech shall not collect any fees directly on behalf of System User unless otherwise mutually agreed to by the Parties. Unless otherwise specifically provided in this Agreement, all Float Payments and other amounts due hereunder are non-refundable.

All Interest Rate and any fee amounts due hereunder may be adjusted from time to time by FIA Tech in its commercially reasonable discretion. Any amendments or modifications to the Interest Rate or any other fee amounts as may be required hereunder will be prospective only and FIA Tech will give System User thirty (30) calendar days' prior electronic notice of any adjustments to the Interest Rate or fee amounts. Any use of or access to eGAINS by System User after the effective date set forth in the notice of any

modifications made pursuant to this Section 3(c) shall be deemed to constitute acceptance of such modifications and to signify System User's acceptance of and agreement to such Interest Rate and/or fee adjustments.

4. Taxes

4(a) System User Taxes

All Give-Up Agreement Fees, Interest Amounts and any other charges or fees hereunder are exclusive of Taxes. System User shall be solely responsible for all Taxes and shall pay FIA Tech within five (5) Business Days of demand any amount or cost that FIA Tech incurs in relation to any and all Taxes payable in respect of, which arise out of or are incurred in connection with this Agreement or FIA Tech's performance of its obligations hereunder. If System User is obligated to pay FIA Tech for any Taxes pursuant to this Section 4(a), FIA Tech, upon reasonable request by System User, will promptly provide copies to System User of any documents received or provided by FIA Tech from or to the applicable tax authority, respectively, related to such System User Taxes.

4(b) Withholding

Notwithstanding the foregoing, in the event that FIA Tech reasonably determines that System User has received any income from which United States income tax withholding is required, (i) if System User is an Executing Party during any applicable period, FIA Tech reserves the right to deduct any such withholding from the Give-Up Agreement Fees due to System User during any Float Period for purposes of satisfying United States withholding obligations, and (ii) if System User is a Clearing Broker during any applicable period, System User agrees to pay FIA Tech any required withholding amount within two (2) Business Days of the FIA Tech invoice date by deposit or transfer of immediately available funds to the account specified in the invoice.

5. Compliance with Regulatory Requirements

System User represents, warrants and agrees that at all times it will be in material compliance with the relevant requirements of any regulatory agency or self-regulatory organization with jurisdiction over the services and obligations set forth herein.

6. Representations and Warranties

6(a) Mutual Representations and Warranties

Each Party represents and warrants to the other Party, as of the Effective Date and throughout the term of this Agreement, that:

6(a)(i) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing and that its provision and/or use of eGAINS shall comply with this Agreement and all applicable United States federal and state laws;

6(a)(ii) it has the corporate, governmental and/or other legal capacity, authority and power to execute this Agreement, to deliver this Agreement, and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance, and the person executing this Agreement on its behalf is authorized to bind such Party to the extent of such obligations;

6(a)(iii) such execution, delivery and performance do not violate or conflict with any law or governmental regulation applicable to it, any provision of its constitutional documents, any order, decree or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets;

6(a)(iv) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law); and

6(a)(v) it has entered into this Agreement as a principal (and not as an advisor, agent or broker or in any other capacity, fiduciary or otherwise).

6(b) System User Representations and Warranties

System User represents and warrants to FIA Tech, as of the Effective Date and throughout the term of this Agreement, that:

6(b)(i) all information furnished in writing or otherwise, including, but not limited to, Exhibits A and F attached hereto, by System User, or on its behalf by its employee(s), designee(s) or Affiliate(s), to FIA Tech is, as of the date of the information, true, accurate and complete in every material respect;

6(b)(ii) FIA Tech will be entitled to rely conclusively upon any request, instruction or document furnished to FIA Tech, or any action taken on eGAINs, by System User's employee(s), designee(s) or Affiliate(s) in connection with this Agreement as though such request, instruction or document was given, or such action was taken, by the System User; and

6(b)(iii) it is wholly bound to perform the obligations incurred on its behalf by any of its employee(s), designee(s) or Affiliate(s) under this Agreement, and responsible and liable for any and all actions or failures to act by its

employee(s), designee(s) and Affiliate(s) on eGAINS and under this Agreement.

7. Limitation on Representation and Warranties

EXCEPT AS EXPLICITLY SET FORTH HEREIN, FIA TECH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

8. Limitation of Liability

8(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, LOST CONTRACTS, LOST REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, COMMON LAW OR TORT (INCLUDING NEGLIGENCE AND BREACH OF DUTY) AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN FACT KNOWS OF THE POSSIBILITY THEREOF. FIA TECH AND THE EXCHANGES MAKE NO WARRANTIES REGARDING, AND HAVE NO LIABILITY FOR ANY CLAIMS ARISING FROM ANY INACCURATE OR ERRONEOUS TRADE DATA USED BY EGAINS OR EGUS OR THE LACK OF SUFFICIENT TRADE DATA NECESSARY TO OPERATE EGAINS IN ANY MANNER. FIA TECH SHALL NOT BE LIABLE TO SYSTEM USER OR ANY THIRD-PARTY FOR ANY TERMINATION, DISCONTINUANCE OR INTERRUPTION OF SYSTEM USER ACCESS TO EGAINS.

8(b) IN NO EVENT SHALL FIA TECH BE LIABLE TO SYSTEM USER FOR ANY DAMAGES, CLAIMS, LOSSES, LIABILITIES, JUDGMENTS, AWARDS, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) AS A RESULT OF FIA TECH DEPOSITING GIVE-UP AGREEMENT FEES IN ACCORDANCE WITH SECTION 3(b), INCLUDING, WITHOUT LIMITATION, IF THE GUAF ACCOUNT INSTITUTION IS DECLARED BANKRUPT OR INSOLVENT.

8(c) SYSTEM USER ACKNOWLEDGES AND AGREES THAT THE EXCHANGES AND FIA TECH, AND THEIR RESPECTIVE AGENTS, SUPPLIERS, AFFILIATES, EMPLOYEES, MEMBERS, REPRESENTATIVES, CONTRACTORS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER TO SYSTEM USER FOR ANY DAMAGES, CLAIMS, LOSSES, LIABILITIES, JUDGMENTS,

AWARDS, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS) AS A RESULT OF FIA TECH FAILING TO NOTIFY, OR AS A RESULT OF PROVIDING INCORRECT OR PARTIAL NOTIFICATION TO, SYSTEM USER'S BANK OF ANY MATTER RELATING TO OBLIGATIONS, DEBITS OR CREDITS, OR ANY INCORRECT CALCULATIONS OR ANY MISTAKES, ERRORS OR OMISSIONS BY FIA TECH RELATED TO THE DEBIT OR CREDIT ENTRIES, EXCEPT TO THE EXTENT ARISING FROM FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY FIA TECH.

8(d) FIA TECH'S TOTAL LIABILITY TO THE SYSTEM USER RESULTING FROM THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT OF THE LESSER OF: (i) USD 10,000, OR, IF SYSTEM USER'S ACCOUNT IS HELD IN ANY COUNTRY OTHER THAN THE UNITED STATES OR IN ANY CURRENCY OTHER THAN USD, THE EQUIVALENT THEREOF AS REASONABLY DETERMINED BY FIA TECH; AND (ii) THE SYSTEM USER'S FLOAT PAYMENT PERCENTAGE EARNED ON THE GIVE-UP AGREEMENT FEES PAID TO OR BY SYSTEM USER VIA EGAINS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DETERMINATION OF THE SYSTEM USER'S FLOAT PAYMENT PERCENTAGE AS REASONABLY DETERMINED BY FIA TECH.

9. Indemnification

9(a) The System User hereby indemnifies, defends and holds harmless FIA Tech and its Affiliates and their respective members, officers, directors, employees, contractors, legal representatives and agents from any and all third party Claims to the extent arising directly out of: (i) any breach of, or any false or misleading representation under, or failure to perform any covenant or obligation under, this Agreement by System User or System User's employees, designees or Affiliates; (ii) any violation of applicable law, regulation or order by System User or System User's employees, designees or Affiliates; (iii) FIA Tech's payment of any Taxes due from the System User but paid by FIA Tech on System User's behalf; (iv) any claim or action by any Other System User related to System User's, or System User's employees', designees' or Affiliates' act(s) or omission(s) under this Agreement or any Give-Up Agreement or eGAINS; or (v) any action taken with respect to the funds deposited in System User's Account or GUAF Account(s) during the Float Period or any agreement between the Bank, System User and/or FIA Tech, except to the extent arising from fraud, gross negligence or willful misconduct by FIA Tech as determined by a non-appealable order of a court of competent jurisdiction.

9(b) FIA Tech hereby indemnifies, defends and holds harmless the System User and its Affiliates, and their respective officers, directors, employees, contractors, legal

representatives and agents from any and all third party Claims to the extent arising directly out of: (i) any breach of, or any false or misleading representation under, or failure to perform any covenant or obligation under, this Agreement by FIA Tech; or (ii) any violation of applicable law, regulation or order by FIA Tech; provided, however, that with respect to any claim caused by or the responsibility of any of its service providers, FIA Tech's indemnification obligation hereunder shall be limited to payments made by the applicable service provider to FIA Tech, if, when, and to the extent that FIA Tech receives a corresponding indemnification payment from the applicable service provider under the terms of the applicable agreement. FIA TECH'S TOTAL LIABILITY TO THE SYSTEM USER RESULTING FROM ANY AND ALL INDEMNIFICATION OBLIGATION(S) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT OF THE LESSER OF: (i) USD 10,000, OR, IF SYSTEM USER'S ACCOUNT IS HELD IN ANY COUNTRY OTHER THAN THE UNITED STATES OR IN ANY CURRENCY OTHER THAN USD, THE EQUIVALENT THEREOF AS REASONABLY DETERMINED BY FIA TECH; AND (ii) THE SYSTEM USER'S FLOAT PAYMENT PERCENTAGE EARNED ON THE GIVE-UP AGREEMENT FEES PAID TO OR BY SYSTEM USER VIA EGAINS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DETERMINATION OF THE SYSTEM USER'S FLOAT PAYMENT PERCENTAGE AS REASONABLY DETERMINED BY FIA TECH.

9(c) If any Party hereto shall receive notice or have knowledge of any Claims that may result in a claim for indemnification by one Party (the "Indemnified Party") against the other Party (the "Indemnifying Party") pursuant to this Agreement, such Indemnified Party shall, as promptly as possible, give the Indemnifying Party notice of such Claims, including a reasonably detailed description of the facts and circumstances relating to such Claims, and a complete copy of all notices, pleadings and other papers related thereto, and in reasonable detail the basis for its potential claim for indemnification with respect thereto; provided, that failure to give such prompt notice or to provide such information and documents shall not relieve the Indemnifying Party from the obligation hereunder to respond to or to defend the Indemnified Party failing to give such notice against such Claims. Each Party agrees to provide reasonable cooperation and assistance in connection with any Claims.

9(d) The Indemnifying Party shall be entitled, at its option and expense and with counsel of its selection, to assume and control the defense of any third party Claim that is subject to any indemnity provided in this Agreement by such Indemnifying Party, subject to the prior approval of the Indemnified Party, which approval shall not be unreasonably withheld; provided, that the Indemnifying Party gives prompt written notice of its intention to do so to the Indemnified Party

and reimburses the Indemnified Party for the reasonable costs and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. Notwithstanding the provisions of this Section 9(d), unless and until the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party and assumes control of the defense of a claim, suit, action or proceeding in accordance with this Section 9(d), the Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any third party Claim alleged or asserted against the Indemnified Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Indemnifying Party hereunder.

9(e) No Indemnifying Party shall be entitled to settle or compromise any such claim, suit, action or proceeding as the case may be without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

10. Suspension; Termination

10(a) Suspension of Service

FIA Tech may, in its sole discretion at any time, with or without notice to System User, suspend, limit, discontinue, or modify: (i) eGAINS, or any part thereof; or (ii) access by System User to eGAINS. Without limiting the foregoing, if commercially reasonable under the then prevailing circumstances, FIA Tech shall give System User notice of any suspension, limitation, change or discontinuance of eGAINS or System User's access thereto.

10(b) Termination

10(b)(i) FIA Tech Termination

This Agreement may be terminated by FIA Tech at any time for any reason upon at least thirty (30) calendar days' prior written notice to System User and such termination will be effective upon the date set forth in the termination notice; provided, however, that FIA Tech may suspend or discontinue System User's access to eGAINS at any time in accordance with Section (10)(a) above. FIA Tech or its designee will make a credit entry to System User's Account equal to any Credit Amount(s) due hereunder within ten (10) Business Days of the termination effective date. The terms of any such suspension or discontinuance may be set forth in the termination notice or provided to System User at any time prior to the Agreement termination effective date.

10(b)(ii) System User Termination

This Agreement may be terminated by System User for any reason upon at least thirty (30) calendar days' prior written notice to FIA Tech; provided, however, that such termination will be deemed effective on the final calendar day of the last

applicable Float Period that includes amounts due to or from System User. Upon giving notice to FIA Tech of its intent to terminate, System User will cease further activity on eGAINS by the final calendar day of the applicable calendar month and will not incur any further obligations under this Agreement. System User must pay FIA Tech any unpaid fees or Interest Amounts owed hereunder within thirty (30) calendar days of the Agreement termination effective date.

10(b)(iii) Survival

Notwithstanding any termination pursuant to this Section 10(b), this Agreement shall remain in force and effect as to all obligations that have occurred or been incurred prior to the date of termination. In addition, in the event of any termination of this Agreement, Sections 3 (Interest Payments; Funding of eGAINS: Other Payment Terms), 8 (Limitation of Liability), 9 (Indemnification), 11 (Set-off) and 13 (Confidentiality) shall survive such termination.

11. Set-off

11(a) Executing Party Set-off

In addition to any rights granted under applicable law, in equity or otherwise, FIA Tech, for the benefit of the Executing Party(ies) during the applicable Float Period, is hereby authorized, and any related prior notice and demand are hereby expressly waived, to set-off, recoup, appropriate and apply any and all Give-Up Agreement Fees held by FIA Tech against and on account of obligations or amounts due hereunder by System User or any Other System User to System User or any Other System User (as applicable), whether such obligations are fixed, contingent, matured or unmatured. FIA Tech shall give the System User notice of any applicable setoff pursuant to this Section 11(a), as soon as practicable thereafter; provided, however, that failure to give such notice shall not affect the validity of the set-off nor be deemed to be a breach of this Agreement.

11(b) FIA Tech Set-off

In addition to any rights granted under applicable law, in equity or otherwise, FIA Tech is hereby authorized, and any related notice and demand are hereby expressly waived, to set-off, recoup, appropriate and apply any and all Give-Up Agreement Fees held by FIA Tech as agent and custodian during a Float Period on behalf of any Executing Party(ies) owed Credit Amount(s) during such Float Period against and on account of obligations or amounts due hereunder by the same such Executing Party(ies) to FIA Tech or any of FIA Tech's Affiliates under this Agreement or any other agreements, instruments or undertakings between the applicable Executing Party and FIA Tech or any of FIA Tech's Affiliates, whether such obligations are fixed, contingent, matured or unmatured. FIA Tech shall give the System User, if System User is the applicable Executing Party, notice of any applicable set-off pursuant to this Section 11(b), as soon as practicable thereafter; provided, however, that failure to give such notice shall not affect the validity of the set-off nor be deemed to be a breach of this Agreement.

12. **Governing Law; Arbitration; Jury Trial Waiver**

This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the laws that might be applicable under conflicts of laws principles other than Section 5-1401 of the New York General Obligations Law. Any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof shall be adjudicated by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration of Business Disputes in effect on the date hereof (available at http://www.cpradr.org), by a panel of three independent and impartial arbitrators, of whom each Party shall appoint one (1), and the third (3rd) shall be elected by the first two (2). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be Washington, D.C. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATING TO, THIS AGREEMENT. In the event of any System User Dispute, System User agrees to assert no claim against FIA Tech, except to the extent said System User Dispute is a direct result of fraud, gross negligence or willful misconduct by FIA Tech. Notwithstanding the foregoing, in the event System User issues a subpoena to FIA Tech or obtains a subpoena of FIA Tech from a court or tribunal of competent jurisdiction, the System User seeking the subpoena shall pay all of FIA Tech's costs, including all attorneys' fees incurred in (a) defending or complying with such subpoena, and (b) FIA Tech's participation in the System User Dispute, except to the extent System User is seeking the subpoena in connection with a dispute between the Parties hereto or as a direct result of fraud, gross negligence or willful misconduct by FIA Tech.

13. **Confidentiality**

Each Party shall protect any Confidential Information of the other Party and of any other person using eGAINS, from unauthorized disclosure or use, using at least the same level of care as it uses to protect its own Confidential Information. Confidential Information may not be used or disclosed by the recipient other than as reasonably necessary to perform under this Agreement or as authorized in writing by the disclosing Party. Nothing herein shall prohibit disclosure by a Party of any information that is: (a) evidenced to be generally available to the public or the recipient other than through a breach hereunder; (b) properly in the recipient's possession prior to receipt hereunder; (c) independently developed by the recipient without reference to the Confidential Information of the other Party; (d) to an Affiliate, successor or any potential permitted assignee in connection with an assignment permissible under Section 17; (e) required to be disclosed under applicable law, regulation, government, court order or this Agreement; or (f) reasonably requested by any governmental or regulatory authority having jurisdiction over this Agreement or a Party. Notwithstanding the foregoing, FIA Tech is permitted: (y) to disclose the identity of any System User excluding details of specific System User personnel; and (z) to disclose or permit access to System User's, or, as

necessary, any System User Affiliate's, Confidential Information to any FIA Tech service provider for the purpose of further developing and operating eGAINS in accordance with this Agreement and the System User Agreement, or creating, developing and operating any other FIA Tech-operated system of which System User becomes a system user or its equivalent. The Parties will be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

14. Force Majeure

Any failure or delay in performance by either Party hereto shall not be a breach of this Agreement if such failure or delay arises out of or results primarily from an event or circumstance not in the reasonable control of a Party which prevents such Party from performing its obligations hereunder, including, but not limited to, fire, storm, flood, earthquake or other acts of God, explosions, wars, insurrections, acts of terrorism, strikes, protests, work stoppages or slowdowns, epidemic or quarantine restrictions, unforeseen equipment or software failure or inability to obtain essential materials or equipment despite commercially reasonable efforts to do so. The non-performing Party shall give the other Party notice of any failure or delay in performance under this Agreement due to a Force Majeure event when commercially reasonable under the then prevailing circumstances.

15. Notices

15(a) Notices to FIA Tech

Except for termination notices, all other notices or communications to FIA Tech required or contemplated herein may be delivered by electronic communication sent return receipt requested to an address FIA Tech shall provide for electronic notices, or hand delivery, overnight mail, or reputable overnight courier service to the address set forth in Exhibit E; provided, however, that a termination notice must be in writing and may be delivered by hand delivery, overnight mail, or reputable overnight courier service, to the address set forth in Exhibit E.

15(b) Notices to System User

Except for termination notices, all other notices or other communications to System User required or contemplated herein shall be sufficient and deemed delivered if sent, return receipt, by electronic communication to the eGAINS Administrator at the address set forth in Exhibit E; provided, however, that a termination notice must be in writing and may be delivered by hand delivery, overnight mail, or reputable overnight courier service, to the address set forth in Exhibit F.

15(c) System User Notice Information Revisions

System User agrees to provide prompt written notice to FIA Tech of any change to the notice information identified in Exhibit F, provided that such notice information revision shall not be effective until such time as FIA Tech has the reasonable opportunity to act

upon such change. Such notice shall include a revised Exhibit F to this Agreement setting forth the same notice information present on the initial Exhibit F hereto.

15(d) Effective Notice

Notice by hand delivery shall be effective on the day actually received and signed for against receipt thereof, if received by 5:00 p.m. Eastern Prevailing Time on a Business Day, and otherwise shall be effective on the next Business Day. Notice sent by overnight mail or courier shall be effective on the next Business Day after it was sent.

16. Amendments

16(a) Amendments to eGAINS

FIA Tech reserves the right, in its sole discretion and at any time, to modify, augment, segment, reformat, reconfigure, or otherwise alter at any time the content, structure or methods of transmission of eGAINS. Without limiting the foregoing, if commercially reasonable under the then prevailing circumstances, FIA Tech shall give System User notice of any modification, augmentation, segmentation, reformatting, reconfiguration, or alteration of eGAINS.

16(b) Amendments to Agreement

FIA Tech reserves the right, in its commercially reasonable discretion, to amend or modify this Agreement, including any Exhibits and the Processing Schedule, provided that any amendments or modifications to this Agreement also will apply to all eGAINS Processing Agreements between FIA Tech and all Other System Users. FIA Tech shall provide System User with at least fourteen (14) calendar days prior electronic notice of material changes to eGAINS or this Agreement if commercially reasonable under the then prevailing circumstances; provided that this notice period shall not apply to any modifications made pursuant to Section 3(c), the notice period of which is set forth in Section 3(c), or any Force Majeure event under Section 14. Any use of or access to eGAINS by System User after the effective date set forth in any given notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions and signifies System User's agreement to be bound by the amended Agreement.

17. Assignment

This Agreement and/or any obligations hereunder may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however, that a Party may assign or transfer this Agreement without consent to (a) an Affiliate, or (b) a successor in connection with a merger, consolidation or sale of all or substantially all of its business related to this Agreement, provided that each such successor or Affiliate transferee agrees in writing to assume and be bound by all the provisions of this Agreement and, upon request, a copy thereof is provided to FIA Tech, and provided further that if System User is the transferring Party, System User delivers such tax, authority, proper registration status and enforceability assurance as FIA Tech may reasonably request.

18. **Entire Agreement**
This Agreement, together with the Form of Instruction, System User Agreement, all Exhibits hereto and any other document(s) provided by System User in connection with this Agreement, embodies the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous negotiation, representations, and agreements with respect hereto, and shall be binding upon the Parties hereto, and their respective successors and assigns.

19. **Severability**
If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

20. **No Partnership or Third Party Beneficiaries**
Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties. This Agreement does not create, nor shall it be interpreted as creating, any standard of care, duty, or rights enforceable to or by any person not a Party hereto.

21. **No Waiver**
No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right.

22. **Counterparts**
This Agreement may be executed in one or more counterparts by the duly authorized officers of the Parties, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

23. **Joint Efforts**
This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

24. **Headings**
Headings are used for reference purposes only, and shall not be deemed a part of this Agreement.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this eGAINS Processing Agreement as of the Effective Date.

FIA Technology Services Inc.

By _____
(Signature)

Name _____
(Print or Type)

Title _____
(Print or Type)

Date _____
("Effective Date")

[SYSTEM USER] (the "System User")

_____
(Print or Type Name of System User)

By _____
(Signature)

Name _____
(Print or Type)

Title _____
(Print or Type)

Date _____

FIA TECH

FIA Technology Services, Inc.
[illegible]

eGAINS PARTICIPANT – Banking Set-Up Information
EXHIBIT A

Thank you for participating in eGAINS. This form will be used by FIA Tech to create your eGAINS banking profile. Please complete the shaded areas, and forward the completed form to Courtney Regan, FIA Technology Services (email [illegible] or phone 202-772-3000; fax 202-295-3184).

There is a section for each of the 11 Currencies available at the launch of eGAINS. FIA Tech will be charged for the set-up of these Currency Accounts, so please complete ONLY the sections that correspond to Currencies your firm will be using at launch. Provide an Authorized Signature on each page of this document, and fully complete the Acknowledgement and Authorized Signature section on the final page.

Are these your Initial or Revised Banking Instructions?

Initial ☐ Revised ☐

Are you acting as an Executing Firm, Clearing Firm, or Both (please check the corresponding box)?

Executing ☐ Clearing ☐ Both ☐

Currency	GBP – British Pound
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name-Email-Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank (account held in country of currency)	
Intermediary/Correspondent Bank Name(s) (account held in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to debit/credit bank drawdown/sweep accounts for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer _____ /signature

Authorized Signer _____ (please print)

FIA TECH

FIA Technology Services, Inc.

[illegible]

Executing ☐ Clearing ☐ Both ☐

Currency	EUR - Euro
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email, Phone	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Executing ☐ Clearing ☐ Both ☐

Currency	USD - US Dollar
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email, Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Routing ABA Number(s) (US	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to debit bank drawdowns for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer _____ (signature)

Authorized Signer _____ (please print)

FIA TECH

FIA Technology Services, Inc.
[illegible]
Suite 600
[illegible]
[illegible]
www.fiatechnology.org

Executing ☐ Clearing ☐ Both ☐

Currency	CHF – Swiss Franc
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account held in country of currency)	
Intermediary/Correspondent Bank Name(s) (account held in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Executing ☐ Clearing ☐ Both ☐

Currency	ISK – Icelandic Krona
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Banks (account held in country of currency)	
Intermediary/Correspondent Bank Name(s) (account held in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8IHN below, if applicable	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to do multi-bank drawdowns for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

FIA TECH

FIA Technology Services, Inc.

Executing ☐ Clearing ☐ Both ☐

Currency	JPY – Japanese Yen
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Executing ☐ Clearing ☐ Both ☐

Currency	NOK – Norwegian Krone
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to debit/credit drawdown(s) for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

FIA TECH

FIA Technology Services, Inc.

[illegible]

[illegible]

Executing ☐ Clearing ☐ Both ☐

Currency	PLN – Polish Zloty
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Executing ☐ Clearing ☐ Both ☐

Currency	SEK – Swedish Krona
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to deduct bank drawdown(s) for monthly eGAINS set amounts and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer _____ (signature)

Authorized Signer _____ (please print)

FIA TECH

FIA Technology Services, Inc.

[illegible]

☐ Executing ☐ Clearing ☐ Both

Currency:	TRY – Turkish Lira
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

☐ Executing ☐ Clearing ☐ Both

Currency:	ZAR – South African Rand
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to do multi-bank crediting/debiting for monthly eGAINS settlements and make eGAINS payments whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

FIA TECH

FIA Technology Services, Inc.
[illegible]
Suite [illegible]
[illegible]

[illegible]
[illegible]
[illegible]

Acknowledgement and Authorized Signature

The bank account(s) listed in this document are to be used by FIA Tech to do multibank drawdowns for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed.

System User/Company Name: _____ (please print)

Location (City, Country): _____ (please print)

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

Title of Authorized Signer: _____

Date: _____

FIA Tech Use Only: eGAINS Participant ID # _____

Thank you for participating in eGAINS. This form will be used by FIA Tech to create your eGAINS banking profile. Please complete the shaded areas, and forward the completed form to Courtney Regan, FIA Technology Services (email: [illegible]; ph: 202-772-3000; fax 202-296-3184).

There is a section for each of the 11 Currencies available at the launch of eGAINS. FIA Tech will be charged for the set-up of these Currency Accounts, so please complete ONLY the sections that correspond to currencies your firm will be using at launch. Provide an Authorized Signature on each page of this document, and fully complete the Acknowledgement and Authorized Signature section on the final page.

Exhibit B

Authorized Affiliates

Authorized Affiliate:

Address: _____

_____

Attn: _____

Title: _____

Telephone(s) : _____

Facsimile: _____

Email Address: _____

Authorized Affiliate:

Address: _____

_____

Attn: _____

Title: _____

Telephone(s) : _____

Facsimile: _____

Email Address: _____

Exhibit C

FIA Tech Bank and Give-Up Agreement Fee Accounts

1. For the purposes of this Agreement, with respect to FIA Tech, Bank means JPMorgan Chase Bank, N.A.

2. FIA Tech is authorized and instructed by System User to deposit and maintain the Give-Up Agreement Fees debited during any applicable Float Period in the following GUAF Accounts:

- Interest-bearing currency accounts held by FIA Tech at JPMorgan Chase Bank, N.A. in London and New York for each applicable currency; and

- AAA rated money market funds.

Exhibit D

eGAINS Processing Schedule (as of [May 1, 2008])

1st BUSINESS DAY OF EACH CALENDAR MONTH ("Day 1")	Month-end accounting completed for the prior calendar month.	Reports and data files available; distribution method to be determined.
7th BUSINESS DAY OF EACH CALENDAR MONTH ("Day 2")	8:00 p.m. (Eastern Prevailing Time) deadline for Executing Party to make corrections and adjustments to data within eGAINS.	
15TH BUSINESS DAY OF EACH CALENDAR MONTH ("Day 5")	8:00 p.m. (Eastern Prevailing Time) deadline for Clearing Broker(s) to accept amended data or reject the information in eGAINS. Data not in a "rejected" status on eGAINS at this time is deemed accepted by the applicable Clearing Broker(s).	
16TH BUSINESS DAY OF EACH CALENDAR MONTH ("Day 6")	FIA Tech enters debit instructions with the applicable Bank(s). On eGAINS, System User will have access to end-of-cycle Payment Summary Report that reflects final payment amounts including any adjustments made during the payment review period and debits and credits for the current month.	Final reports and data files available via eGAINS.

17TH BUSINESS DAY OF EACH CALENDAR MONTH ("Debit Date")	Clearing Brokers' accounts are debited. This represents the first day of the Float Period.	
LAST BUSINESS DAY OF THE FLOAT PERIOD ("Credit Date")	Executing Parties' accounts are credited.	
LAST BUSINESS DAY OF EACH CALENDAR MONTH	Last day for System User to submit or change Exhibit A banking information.	By written notice to FIA Tech.

Exhibit E

FIA Tech Notice Information

FIA Technology Services Inc.:

Address:
2001 Pennsylvania Avenue, N.W.
Suite 600
Washington, DC 20006

ATTN: _____
PHONE: _____
FAX: _____
EMAIL: _____

Exhibit F

System User Notice Information

System User: _____

Address: _____

_____

Attn: _____

Title: _____

Telephone(s) : _____

Facsimile: _____

Email Address: _____

eGAINS Administrator Name: _____

eGAINS Administrator Title: _____

eGAINS Administrator Telephone(s):_____

eGAINS Administrator Email:_____

[Letterhead of System User]

FORM OF SYSTEM USER INSTRUCTIONS & CONSENT—ICE Futures Europe

[DATE]

Re: Instructions to ICE Futures Europe to Send User Data to FIA Technology Services, Inc.

Dear Sirs:

As you may know, the undersigned and/or its affiliate ("System User") and FIA Technology Services Inc. ("FIA Tech") will be entering into an eGAINS Processing Agreement ("Processing Agreement"), pursuant to which FIA Tech will calculate and initiate debit and credit entries to System User's account to effect payment of fees relating to give-up execution services, using the Give-up Automated Invoicing System (the "eGAINS System") in connection with transactions occurring on ICE Futures Europe (the "Exchange").

The Exchange maintains the data relating to System User's business and/or "Give Up" obligations arising (in each case) from activity on the Exchange's markets ("System User Data"). The initial proposed System User Data requirement is described in more detail in the attached document, known as the "Data Specification." In order for System User to utilize the eGAINS System, the Exchange must provide the System User Data to FIA Tech in an acceptable format as preliminarily described in the Data Specification. To that end, System User hereby authorizes FIA Tech and the Exchange as follows:

1. Provide the System User Data. The System User hereby authorizes and instructs the Exchange to provide to FIA Tech (or its designee) any and all System User Data required by FIA Tech in order to fulfill the purpose of the Processing Agreement. Data shall be provided as described in the Data Specification, which may be amended from time to time.

2. Duration. System User authorizes and instructs the Exchange to continue to provide to FIA Tech the System User Data until such time as System User rescinds these instructions in writing to FIA Tech and the Exchange.

3. Integration. These instructions are subject to all the terms and conditions as set forth in any membership agreement between System User and the Exchange.

In the event that the Exchange has any questions about these instructions, please feel free to contact: _____.

Sincerely,

[EXCHANGE CLEARING MEMBER]

By:_____
Name:
Title:

Data Specification (as of May 9, 2008)

The System User Data concerns allocations by one member to another member or claimed from one member by another member in relation to business executed on the Exchange's market(s) and subject to the Exchange's rules and procedures.

Trade File

File Name	GAINS.<EXCHANGE>.YYYYMMDD
File Description	This file contains the trade data details
Frequency	Daily, excluding Clearing Holidays
File Format	Fixed Length ASCII
Expected Number of Records	Need Exchange estimates
Checksum Field	
Primary Key	NA

HEADER RECORD

No.	Field Name	Description	Type*	Length	Offset	Comments
1	FILE-TYPE		CHAR	3	0	HDR = Header
2	PROCESS-DATE-YYYY		CHAR	4	3	
3	PROCESS-DATE-MM		CHAR	2	7	
4	PROCESS-DATE-DD		CHAR	2	9	
5	RECORD-COUNT		NUMERIC	8	11	
6	FILLER		CHAR	131	19	SPACES
			Total	150		

TRADE RECORD

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCH-CODE	Unique field for the exchange being processed	CHAR	5	0	
2	CMDTY-CODE	Product within exchange	CHAR	5	5	
3	CNTRCT-DATE-MMM	Contract month	CHAR	3	10	
4	CNTRCT-DATE-	Contract day	CHAR	2	13	Blank if

	DD					contract date is month/year only
5	CNTRCT-DATE-YYYY	Contract year (4 digits)	CHAR	4	15	
6	OPTION-TYPE		CHAR	1	19	Blank = Futures C = Call Option P = Put Option
7	STRIKE-PRICE		CHAR	8	20	
8	TRADE-PRICE		CHAR	8	28	
9	TRADE-DATE-YYYY		CHAR	4	36	
10	TRADE-DATE-MM		CHAR	2	40	
11	TRADE-DATE-DD		CHAR	2	42	
12	QTY		NUMERIC	8	44	8 digits (positive) or 7 digits plus sign (negative)
13	PREMIUM-AMOUNT		NUMERIC	12	52	999999.99999 IF trade is an OPTION then the field is the PREMIUM. If trade is a FUTURE then the field is the NOTIONAL (amount applicable to unit quantity)
14	TRADE-TYPE		CHAR	1	64	1 = BUY 2 = SELL
15	OPEN-CLOSE-IND	Open or close indicator	CHAR	1	65	O = OPEN C = CLOSE
16	TRAN-SOURCE-CODE	Trade source (ETS, Floor, etc.)	CHAR	3	66	Values are in a TRAN SOURCE CODE Master Table
17	TRAN-TYPE	Trade, spread, EFP, etc.	CHAR	1	69	
18	RVRSL-IND	Reversal indicator	CHAR	1	70	R = Reversal

						Trade BLANK = Non-Reversal Trade
19	ORDER-NUM		CHAR	10	71	
20	EFIRM-CODE	Executing Firm ID	CHAR	5	81	
21	EFIRM-ACCNT-NUM	Executing Participant Acct No	CHAR	15	86	
22	CFIRM-EXCH	Carry Participant Exchange Code	CHAR	5	101	
23	CFIRM-CODE	Carry Firm ID	CHAR	5	106	
24	CFIRM-ACCNT-NUM	Carry participant Account Number	CHAR	15	111	
25	CFIRM-ORIG-ACCNT-NUM		CHAR	15	126	
26	FILLER		CHAR	9	141	SPACES
			Total	150		

[Letterhead of System User]

FORM OF SYSTEM USER INSTRUCTIONS & CONSENT--LIFFE

[DATE]

Re: Instructions to Liffe to Send User Data to FIA Technology Services, Inc.

Dear Sirs:

As you may know, the undersigned and/or its affiliate ("System User") and FIA Technology Services Inc. ("FIA Tech") will be entering into an eGAINS Processing Agreement ("Processing Agreement"), pursuant to which FIA Tech will calculate and initiate debit and credit entries to System User's account to effect payment of fees relating to give-up execution services, using the Give-up Automated Invoicing System (the "eGAINS System") in connection with transactions occurring on the London market of Liffe (including Bclear) (the "Exchange").

The Exchange maintains the data relating to System User's business and/or "Give Up" obligations arising (in each case) from activity on the Exchange's markets ("System User Data"). The initial proposed System User Data requirement is described in more detail in the attached document, known as the "Data Specification." In order for System User to utilize the eGAINS System, the Exchange must provide the System User Data to FIA Tech in an acceptable format as preliminarily described in the Data Specification. To that end, System User hereby authorizes FIA Tech and the Exchange as follows:

1. Provide the System User Data. The System User hereby authorizes and instructs the Exchange to provide to FIA Tech (or its designee) any and all System User Data required by FIA Tech in order to fulfill the purpose of the Processing Agreement. Data shall be provided as described in the Data Specification, which may be amended from time to time.

2. Duration. System User authorizes and instructs the Exchange to continue to provide to FIA Tech the System User Data until such time as System User rescinds these instructions in writing to FIA Tech and the Exchange.

3. Integration. These instructions are subject to all the terms and conditions as set forth in any membership agreement between System User and the Exchange.

In the event that the Exchange has any questions about these instructions, please feel free to contact: _____.

Sincerely,

[EXCHANGE CLEARING MEMBER]

By:_____
Name:
Title:

Data Specification (as of May 9, 2008)

The System User Data concerns allocations by one member to another member or claimed from one member by another member in relation to business executed on the Exchange's market(s) and subject to the Exchange's rules and procedures.

4.1.1 Commodity File

File Name	GNCMDTY.<EXCHANGE>.YYYYMMDD
File Description	This offload file will contain details of the commodity information
Frequency	Daily
File Format	Fixed Length ASCII
Expected Number of Records	Varies by exchange
Checksum Field	
Primary Key	EXCH-CODE, CMDTY-CODE

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCH-CODE	This is unique for the system – Exchange ID	CHAR	5	0	
2	CMDTY-CODE		CHAR	5	5	
3	CMDTY-NAME		CHAR	30	10	
			Total	40		

4.1.2 Firm File

File Name	GNFRM.<EXCHANGE>.YYYYMMDD
File Description	This file contains details for each exchange/firm
Frequency	Daily
File Format	Fixed Length ASCII
Expected Number of Records	Varies by exchange
Checksum Field	
Primary Key	FIRM-EXCHANGE-CODE, FIRM-CODE

No.	Field Name	Description	Type*	Length	Offset	Comments
1	FIRM-EXCHANGE-CODE		CHAR	5	0	
2	FIRM-CODE		CHAR	5	5	
3	FIRM-NAME		CHAR	50	10	
			Total	60		

4.1.3 User File

File Name	GNFRMUSER.YYYYMMDD
File Description	This offload file contains details of the exchange-firm and user
Frequency	Ad Hoc (Not required from Exchanges)
File Format	Fixed Length ASCII
Expected Number of Records	Varies by exchange
Checksum Field	
Primary Key	EXCHANGE-CODE, FIRM-ID, USER-ID

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCHANGE-CODE		CHAR	5	0	
2	FIRM-CODE		CHAR	5	5	
3	USER-ID		CHAR	8	10	
4	ACCESS-CODE	Valid values are B or U. B=Browse, U = Update	CHAR	1	18	
			Total	19		

4.1.4 Trade File

File Name	GAINS.<EXCHANGE>.YYYYMMDD
File Description	This file contains the trade data details
Frequency	Daily, excluding Clearing Holidays
File Format	Fixed Length ASCII
Expected Number of Records	Need Exchange estimates
Checksum Field	
Primary Key	NA

HEADER RECORD

No.	Field Name	Description	Type*	Length	Offset	Comments
1	FILE-TYPE		CHAR	3	0	HDR = Header
2	PROCESS-DATE-YYYY		CHAR	4	3	
3	PROCESS-DATE-MM		CHAR	2	7	
4	PROCESS-DATE-DD		CHAR	2	9	
5	RECORD-COUNT		NUMERIC	8	11	
6	FILLER		CHAR	131	19	SPACES
			Total	150		

TRADE RECORD

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCH-CODE	Unique field for the exchange being processed	CHAR	5	0	
2	CMDTY-CODE	Product within exchange	CHAR	5	5	
3	CNTRCT-DATE-MMM	Contract month	CHAR	3	10	
4	CNTRCT-DATE-DD	Contract day	CHAR	2	13	Blank if contract date is month/year only
5	CNTRCT-DATE-YYYY	Contract year (4 digits)	CHAR	4	15	
6	OPTION-TYPE		CHAR	1	19	Blank = Futures C = Call Option P = Put Option

7	STRIKE-PRICE		CHAR	8	20	
8	TRADE-PRICE		CHAR	8	28	
9	TRADE-DATE-YYYY		CHAR	4	36	
10	TRADE-DATE-MM		CHAR	2	40	
11	TRADE-DATE-DD		CHAR	2	42	
12	QTY		NUMERIC	8	44	8 digits (positive) or 7 digits plus sign (negative)
13	PREMIUM-AMOUNT		NUMERIC	12	52	999999.99999 IF trade is an OPTION then the field is the PREMIUM. If trade is a FUTURE then the field is the NOTIONAL (amount applicable to unit quantity)
14	TRADE-TYPE		CHAR	1	64	1 = BUY 2 = SELL
15	OPEN-CLOSE-IND	Open or close indicator	CHAR	1	65	O = OPEN C = CLOSE
16	TRAN-SOURCE-CODE	Trade source (ETS, Floor, etc.)	CHAR	3	66	Values are in a TRAN SOURCE CODE Master Table
17	TRAN-TYPE	Trade, spread, EFP, etc.	CHAR	1	69	
18	RVRSL-IND	Reversal indicator	CHAR	1	70	R = Reversal Trade BLANK = Non-Reversal Trade
19	ORDER-NUM		CHAR	10	71	
20	EFIRM-CODE	Executing Firm ID	CHAR	5	81	
21	EFIRM-ACCNT-NUM	Executing Participant Acct No	CHAR	15	86	

22	CFIRM-EXCH	Carry Participant Exchange Code	CHAR	5	101	
23	CFIRM-CODE	Carry Firm ID	CHAR	5	106	
24	CFIRM-ACCNT-NUM	Carry participant Account Number	CHAR	15	111	
25	CFIRM-ORIG-ACCNT-NUM		CHAR	15	126	
26	FILLER		CHAR	9	141	SPACES
			Total	150		

[Letterhead of System User]

FORM OF SYSTEM USER INSTRUCTIONS & CONSENT--EUREX

[DATE]

Re: Instructions to Eurex to Send User Data to FIA Technology Services, Inc.

Dear Sirs:

As you may know, the undersigned ("System User") and FIA Technology Services Inc. ("FIA Tech") will be entering into an eGAINS Processing Agreement ("Processing Agreement"), pursuant to which FIA Tech will calculate and initiate debit and credit entries to System User's account to effect payment of fees relating to give-up execution services, using the Give-up Automated Invoicing System (the "eGAINS System") in connection with transactions occurring on EUREX (the "Exchange").

The Exchange maintains the data relating to System User's business and/or "Give Up" obligations arising (in each case) from activity on the Exchange's markets ("System User Data"). The initial proposed System User Data required is described in more detail in the attached document, known as the "Data Specification." In order for System User to utilize the eGAINS System, the Exchange must provide the System User Data to FIA Tech in an acceptable format as preliminarily described in the Data Specification. To that end, System User hereby authorizes the Exchange as follows:

1. Provide the System User Data. The undersigned hereby authorizes and instructs the Exchange to provide to FIA Tech (or its designee) any and all System User Data. Data shall be provided as described in the Data Specification, which may be amended from time to time.

2. Duration. System User authorizes and instructs the Exchange to continue to provide to FIA Tech the System User Data until such time as System User rescinds these instructions in writing.

3. Confidentiality. In the event that the Exchange becomes aware of a suspected breach in the confidentiality of System User Data, Exchange shall notify System User and FIA Tech of the perceived breach. System User acknowledges that Exchange has no further obligation to investigate any breaches allegedly occurring after the delivery to FIA Tech of the System User Data and shall not be liable for such breach. Further, System User acknowledges that Exchange has no obligation to investigate or otherwise audit FIA Tech's security program.

4. Integration. These instructions are subject to all the terms and conditions as set forth in any membership agreement between System User and the Exchange.

In the event that the Exchange has any questions about these instructions, please feel free to contact: _____.

Yours truly,

[EUREX GENERAL CLEARING MEMBER]

By:_____
Name:
Title:

Please return two original signed copies to:
Courtney Ragar
FIA Technology Services, Inc.
2001 Pennsylvania Ave. N.W.
Washington, DC 20006

Data Specification

The Licensed Data concerns allocations by one member to another member or claimed from one member by another member in relation to business executed on the Exchange's market(s) and subject to the Exchange's rules and procedures.

4.1.1 Commodity File

File Name	GNCMDTY.<EXCHANGE>.YYYYMMDD
File Description	This offload file will contain details of the commodity information
Frequency	Daily
File Format	Fixed Length ASCII
Expected Number of Records	Varies by exchange
Checksum Field	
Primary Key	EXCH-CODE, CMDTY-CODE

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCH-CODE	This is unique for the system – Exchange ID	CHAR	5	0	
2	CMDTY-CODE		CHAR	5	5	
3	CMDTY-NAME		CHAR	30	10	
			Total	40		

4.1.2 Firm File

File Name	GNFRM.<EXCHANGE>.YYYYMMDD
File Description	This file contains details for each exchange/firm
Frequency	Daily
File Format	Fixed Length ASCII
Expected Number of Records	Varies by exchange
Checksum Field	
Primary Key	FIRM-EXCHANGE-CODE, FIRM-CODE

No.	Field Name	Description	Type*	Length	Offset	Comments
1	FIRM-EXCHANGE-CODE		CHAR	5	0	
2	FIRM-CODE		CHAR	5	5	
3	FIRM-NAME		CHAR	50	10	
			Total	60		

4.1.3 User File

File Name	GNFRMUSER.YYYYMMDD
File Description	This offload file contains details of the exchange-firm and user
Frequency	Ad Hoc (Not required from Exchanges)
File Format	Fixed Length ASCII
Expected Number of Records	Varies by exchange
Checksum Field	
Primary Key	EXCHANGE-CODE, FIRM-ID, USER-ID

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCHANGE-CODE		CHAR	5	0	
2	FIRM-CODE		CHAR	5	5	
3	USER-ID		CHAR	8	10	
4	ACCESS-CODE	Valid values are B or U. B=Browse, U = Update	CHAR	1	18	
			Total	19		

4.1.4 Trade File

File Name	GAINS.<EXCHANGE>.YYYYMMDD
File Description	This file contains the trade data details
Frequency	Daily, excluding Clearing Holidays
File Format	Fixed Length ASCII
Expected Number of Records	Need Exchange estimates
Checksum Field	
Primary Key	NA

HEADER RECORD

No.	Field Name	Description	Type*	Length	Offset	Comments
1	FILE-TYPE		CHAR	3	0	HDR = Header
2	PROCESS-DATE-YYYY		CHAR	4	3	
3	PROCESS-DATE-MM		CHAR	2	7	
4	PROCESS-DATE-DD		CHAR	2	9	
5	RECORD-COUNT		NUMERIC	8	11	
6	FILLER		CHAR	131	19	SPACES
			Total	150		

TRADE RECORD

No.	Field Name	Description	Type*	Length	Offset	Comments
1	EXCH-CODE	Unique field for the exchange being processed	CHAR	5	0	
2	CMDTY-CODE	Product within exchange	CHAR	5	5	
3	CNTRCT-DATE-MMM	Contract month	CHAR	3	10	
4	CNTRCT-DATE-DD	Contract day	CHAR	2	13	Blank if contract date is month/year only
5	CNTRCT-DATE-YYYY	Contract year (4 digits)	CHAR	4	15	
6	OPTION-TYPE		CHAR	1	19	Blank = Futures C = Call Option P = Put Option

7	STRIKE-PRICE		CHAR	8	20	
8	TRADE-PRICE		CHAR	8	28	
9	TRADE-DATE-YYYY		CHAR	4	36	
10	TRADE-DATE-MM		CHAR	2	38	
11	TRADE-DATE-DD		CHAR	2	40	
12	QTY		NUMERIC	8	44	8 digits (positive) or 7 digits plus sign (negative)
13	PREMIUM-AMOUNT		NUMERIC	12	52	999999.99999 IF trade is an OPTION then the field is the PREMIUM. If trade is a FUTURE then the field is the NOTIONAL (amount applicable to unit quantity)
14	TRADE-TYPE		CHAR	1	64	1 = BUY 2 = SELL
15	OPEN-CLOSE-IND	Open or close indicator	CHAR	1	65	O = OPEN C = CLOSE
16	TRAN-SOURCE-CODE	Trade source (ETS, Floor, etc.)	CHAR	3	66	Values are in a TRAN SOURCE CODE Master Table
17	TRAN-TYPE	Trade, spread, EFP, etc.	CHAR	1	69	
18	RVRSL-IND	Reversal indicator	CHAR	1	70	R = Reversal Trade BLANK = Non-Reversal Trade
19	ORDER-NUM		CHAR	10	71	
20	EFIRM-CODE	Executing Firm ID	CHAR	5	81	
21	EFIRM-ACCNT-NUM	Executing Participant Acct No	CHAR	15	86	

22	CFIRM-EXCH	Carry Participant Exchange Code	CHAR	5	101	
23	CFIRM-CODE	Carry Firm ID	CHAR	5	106	
24	CFIRM-ACCNT-NUM	Carry participant Account Number	CHAR	15	111	
25	CFIRM-ORIG-ACCNT-NUM		CHAR	15	126	
26	FILLER		CHAR	9	141	SPACES
			Total	150		

FIA Technology Services, Inc.
2001 Pennsylvania Avenue, N.W.
Suite 600
Washington, DC 20006-1823

202.466.5460
202.296.3184 fax
www.futuresindustry.org

eGAINS PARTICIPANT – Banking Set-Up Information
EXHIBIT A

Thank you for participating in eGAINS. This form will be used by FIA Tech to create your eGAINS banking profile. Please complete the shaded areas, and forward the completed form to Courtney Ragar, FIA Technology Services (email: cragar@futuresindustry.org; ph. 202-772-3000; fax 202-296-3184).

There is a section for each of the 11 Currencies available at the launch of eGAINS. FIA Tech will be charged for the set-up of these Currency Accounts, so please complete ONLY the sections that correspond to Currencies your firm will be using at launch. Provide an Authorized Signature on each page of this document, and fully complete the Acknowledgement and Authorized Signature section on the final page.

Are these your Initial or Revised Banking Instructions?

Initial		Revised	

Are you acting as an Executing Firm, Clearing Firm, or Both (please check the corresponding box)?

Executing		Clearing		Both	

Currency	GBP – British Pound
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to do multibank drawdown(s) for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

FIA Technology Services, Inc.
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202.466.5460
202.296.3184 fax
www.futuresindustry.org

Executing		Clearing		Both	

Currency	EUR - Euro
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Executing		Clearing		Both	

Currency	USD – US Dollar
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Routing/ABA Number(s) (US)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to do multibank drawdown(s) for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

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Executing		Clearing		Both	

Currency	CHF – Swiss Franc
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Executing		Clearing		Both	

Currency	ISK – Icelandic Krona
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Acknowledgement and Authorized Signature

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Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

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202.296.3184 fax
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Executing		Clearing		Both	

Currency	JPY – Japanese Yen
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Executing		Clearing		Both	

Currency	NOK – Norwegian Krone
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to do multibank drawdown(s) for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

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202.296.3184 fax
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Executing		Clearing		Both	

Currency	PLN – Polish Zloty
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Executing		Clearing		Both	

Currency	SEK – Swedish Krona
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Acknowledgement and Authorized Signature

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Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

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202.296.3184 fax
www.futuresindustry.org

Executing		Clearing		Both	

Currency	TRY – Turkish Lira
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Executing		Clearing		Both	

Currency	ZAR – South African Rand
Company Name	
Location (City, Country)	
Bank Name(s) (Beneficiary)	
Bank Contact(s) (Name/Email/Phone)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Account Name(s)	
Account Number(s)	
Bank Sort Code(s) (UK)	
Bank's Account Number with Intermediary Bank(s) (account not in country of currency)	
Intermediary/Correspondent Bank Name(s) (account not in country of currency)	
Location(s) (City, Country)	
Swift BIC or IBAN(s)	
Attach Copy of Form W-8BEN below, if applicable:	

Acknowledgement and Authorized Signature

The bank accounts listed above are to be used by FIA Tech to do multibank drawdown(s) for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed above.

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

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Acknowledgement and Authorized Signature

The bank account(s) listed in this document are to be used by FIA Tech to do multibank drawdown(s) for monthly eGAINS settlements and make eGAINS payments, whichever is applicable to the company listed.

System User/Company Name: _____(please print)

Location (City, Country): _____(please print)

Authorized Signer: _____ (signature)

Authorized Signer: _____ (please print)

Title of Authorized Signer: _____

Date: _____

FIA Tech Use Only: eGAINS Participant ID #: _____

Thank you for participating in eGAINS. This form will be used by FIA Tech to create your eGAINS banking profile. Please complete the shaded areas, and forward the completed form to Courtney Ragar, FIA Technology Services (email: cragar@futuresindustry.org; ph. 202-772-3000; fax 202-296-3184).

There is a section for each of the 11 Currencies available at the launch of eGAINS. FIA Tech will be charged for the set-up of these Currency Accounts, so please complete ONLY the sections that correspond to currencies your firm will be using at launch. Provide an Authorized Signature on each page of this document, and fully complete the Acknowledgement and Authorized Signature section on the final page.

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)	Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): ID: NO Paysource (Yes/No): ID: NO JPM ACCESS (Yes/No): GID: FIA Technology Services, Inc. FirstWindow (Yes/No): PCID: NO	Account no: Account Currency:CHF JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable/if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)	Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): ID: NO Paysource (Yes/No): ID: NO JPM ACCESS (Yes/No): GID: FIA Technology Services, Inc. FirstWindow (Yes/No): PCID: NO	Account no: Account Currency:DKK JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable/if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)	Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): ID: NO Paysource (Yes/No): ID: NO JPM ACCESS (Yes/No): GID: FIA Technology Services, Inc. FirstWindow (Yes/No): PCID: NO	Account no: Account Currency:EUR JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable/if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)	Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): ID: NO Paysource (Yes/No): ID: NO JPM ACCESS (Yes/No): GID: FIA Technology Services, Inc. FirstWindow (Yes/No): PCID: NO	Account no: Account Currency:GBP JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable/if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA TECH) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID: NO	Account no: Account Currency: ISK JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS
Bank Address		**Bank Contact Name**	**Bank Contact Details**			
			Telephone no: Fax. No.: E-mail Address:			

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID: NO	Account no: Account Currency:JPY JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS
Bank Address		**Bank Contact Name**	**Bank Contact Details**			
			Telephone no: Fax. No.: E-mail Address:			

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID: NO	Account no: Account Currency:NOK JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: No GID: FIA PCID:	Account no: Account Currency: PLN JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS
Bank Address		**Bank Contact Name**	**Bank Contact Details**			
			Telephone no: Fax. No.: E-mail Address:			

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID: NO	Account no: Account Currency: SEK JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID:NO	Account no: Account Currency: TRY JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID: NO	Account no: Account Currency: USD JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

INTERNATIONAL DRAWDOWN SET-UP MATRIX

ADD NEW ARRANGEMENT	X	AMEND EXISTING ARRANGEMENT		*Tick as required*	EFFECTIVE DATE	

Credit Party Information

JPMorgan Chase Client Name	Payment Initiation Product(s)		Account Details	Client Contact Name	Client Contact Details
FIA Technology Services, Inc.	Insight (Yes/No): Paysource (Yes/No): JPM ACCESS (Yes/No): Technology Services, Inc. FirstWindow (Yes/No):	ID: NO ID: NO GID: FIA PCID:NO	Account no: Account Currency: ZAR JPMorgan Branch: LONDON	Justin Good	Telephone no: 202.772.3000 Fax. No.: 202.772.3094 E-mail Address: jgood@futuresindustry.org

Debit Party Information

Bank Name	SWIFT Address (if known)	Account Name	Own, Affiliate* or 3rd Party Acct.	Account no.	Account Currency	Your Reference
			3rd Party			EGAINS

Bank Address	Bank Contact Name	Bank Contact Details
		Telephone no: Fax. No.: E-mail Address:

Correspondent Information (if applicable / if known)

Bank Name	SWIFT Address (if known)	Account Name	Account no.

Note: Please sign in accordance with account mandate

_____ _____ _____ _____

Authorised Signatory **Date** **(FIA Tech) Authorised Signatory** **Date**

_____ _____

Print Name **Print Name**

** Affiliate will indicate that the debit account belongs to an entity that is part of your same company group*

SAMPLE

JPMorganChase

V 1.0_01_23_08

Drawdown & Direct Debit Transfer Authorization Service Terms | JPMORGAN CHASE BANK, N.A. (Against JPMorgan Chase Bank, N.A.)

1. Authorization.

The Customer has authorized a sending bank (the "Representative") identified to JPMorgan Chase Bank, N.A. (the "Bank") on a Drawdown and Direct Debit Transfer Request Form ("Request Form"), to issue instructions ("payment orders") to transfer funds from the Customer's account at the Bank to the account of the Customer or third party at (i) the Representative; or (ii) at another financial institution, in accordance with the information set-forth on the Request Form. The Customer represents and warrants that this authorization has been duly approved by its board of directors (or by an officer or officers to whom the requisite authority has been delegated by the board of directors) and continues in full force and effect. By signing the Request Form, the Customer agrees to the terms set forth herein.

2. Transfers.

The Representative may issue payment orders in the name of the Customer against the accounts of the Customer at the Bank, subject to the Bank's acceptance. Payment orders issued pursuant to this authorization, and communications seeking to amend payment orders, shall be subject to verification by the Bank in accordance with a security procedure acceptable to the Bank and the Representative. The Bank may debit the Customer's account for the amount of each payment order on the date such order is executed by the Bank. Payment orders may be issued via Fedwire, SWIFT, Bank Proprietary Channel or otherwise on the days and times and in the formats prescribed by the Bank.

3. Miscellaneous.

The Bank's terms and conditions governing the operation of business accounts, the receipt of which is acknowledged by the Customer, are hereby incorporated by reference, except to the extent inconsistent with this authorization. This authorization shall remain in full force and effect until the Bank receives written notice of its revocation or termination from the Customer. This authorization shall be governed by and construed in accordance with the laws of the State of New York.

SAMPLE

JPMorganChase

Drawdown and Direct Debit Authorization Request Form

Name of Customer: Date:

The Customer authorizes [insert name of sending bank & location of sending bank] (the "Representative") to transfer funds from the Customer's account at the Bank in accordance with the information below.

The Customer must complete applicable sections based on method of initiation of instructions, as per below:

☐ **ADD** ☐ **DELETE** (select one)

Section I – Should be completed in its entirety for **Fedwire 1031 Drawdown**

Fedwire (Inbound Drawdown) Request for Credit Transfer (1031)	
Authorization to Debit:	
Customer Account Number	
Customer Account Name	
Customer Address	
Upon receipt of instructions from:	
Representative's Name	
Representative's Address	
Representative's ABA Number	
Authorization to Credit:	
Account Number on Representative's Books	
Account or Third Party Name	

(For additional Fedwire drawdowns, if necessary):

Fedwire (Inbound Drawdown) Request for Credit Transfer (1031)	
Authorization to Debit:	
Customer Account Number	
Customer Account Name	
Customer Address	
Upon receipt of instructions from:	
Representative's Name	
Representative's Address	
Representative's ABA Number	
Authorization to Credit:	
Account Number on Representative's Books	
Account or Third Party Name	

Section II – Should be completed in its entirety for **SWIFT Direct Debit**

SWIFT Direct Debit (MT104/MT204)	
Authorization to Debit:	
Customer Account Number	
Customer Account Name	
Customer Address	
Upon receipt of instructions from:	
Representative's Name	
Representative's Address	
Representative's SWIFT BIC	
Authorization to Credit:	
Credit Party's Account Number at Representative or their designated Correspondent Bank	
Credit Party's Name and Address Correspondent Bank Name Correspondent' Bank Address Correspondent' Bank SWIFT BIC, ABA or other identifier	

SAMPLE

JPMorganChase

Section III – Should be completed in its entirety for **Book Transfer Drawdowns (initiated via JPMC Proprietary Client Access Systems)**

Book Transfer Drawdown	
Authorization to Debit:	
Customer Account Number	
Customer Account Name	
Customer Address	
Authorization to Credit:	
Customer Account Number	
Customer Account Name	
Customer Address	

By executing this Drawdown Request , the Customer hereby agrees to the terms of the Bank's Drawdown and Direct Debit Transfer Authorization Service Terms (Against JPMorgan Chase Bank, N.A.), the receipt of which is hereby acknowledged, and hereby confirms the accuracy of the information set forth herein.

("CUSTOMER")

By: _____
Signature

Print Name:

Title:

JPMorgan Chase Bank, N.A.

By: _____
Signature

Print Name:

Title

Second Signature (if required)

By: _____
Signature

Print Name :

Title:

For Internal Bank Use Only:
Customer signature is not required above for setup if the Customer has issued written or electronic instructions to the Bank to transfer funds in accordance with the information above. By signing below, the Bank officer affirms receipt of applicable instructions in the name of the Customer.
Signature: _____ **Print Name:** **Title:**

SAMPLE

JPMorgan

Multibank Payment Service
Executing Bank Instructions

Dear Sir or Madam

Our mutual customer has subscribed to the JPMorgan Multibank Payment and Reporting Service. This service enables them to route their Payment and 'Advice to Receive' messages via JPMorgan, for onward transmission to yourselves as the executing bank and also to receive their statement reporting via SWIFT from you via JPMorgan.

We would very much appreciate your prompt attention being given to the completion of the enclosed Designated Account Sheet. The below description is designed to assist you in understanding and completing this form. Once completed, the form must be sent for the attention of our JPMorgan's Multibank Co-ordinator per the address on the form.

Designated Account Sheet

- Page 1 – contains specific information about the customer both with JPMorgan and your bank.
- Page 2 – contains a grid to capture customer-specific information relating to our customer's account(s) with your bank and their Multibank payment and/or reporting requirements.

Please complete the highlighted sections and ensure the form is signed by an authorised signatory of your bank.

Please ensure that the account no(s). on this page are in the exact format you need to receive from us in field 50H of the MT101 or field 50/53B of the MT103 payments instructions and/or that you will send to us in field 25 of the SWIFT statement.

If you have any questions regarding the above, or the enclosed documentation, please contact JPMorgan Multibank Co-ordination via:

- Telephone on +44 (0)1202 346606
- Fax on +44 (0)1202 342349
- e-mail at CTS.Multibank.Implementations@JPMorgan.com

SAMPLE

DESIGNATED ACCOUNT SHEET

Executing Bank:	**Forwarding Bank:**
	JPMorgan Chase Bank
Contact Person:	**Contact Person:**
Name: Title:	Multibank Co-ordinator
Address:	Address: Treasury Services, 320B 1 Chaseside Bournemouth Dorset United Kingdom BH7 7DA
Tel: Fax: e-mail:	Tel: +44 (0)1202 346606 Fax: +44 (0)1202 342349 e-mail: cts.multibank.implementations@jpmorgan.com

JPMorgan Chase have been requested by our customer (the "Instructing Party") as detailed below, to execute "Request for Transfer" SWIFT Multibank messages between our banks.

JPMorgan Customer Details

Company Name:	
Contact Person:	
Telephone No. :	

Please add to the following table the details of the account(s) ("Designated Accounts") your customer has requested to be included in this service:

Executing Bank Customer Details

Account Holder Name:	
Contact Person:	
Telephone No. :	

SAMPLE

Payments Required (Yes / No)	Your Receiving SWIFT Address *[Executing bank only]*:	JPMorgan Payment SWIFT Address:
		CHASGB2L

Reporting Required (Yes / No)	Your Sending SWIFT Address *[Executing bank only]*:	JPMorgan Reporting SWIFT Address:	Transmission Start Date *[Executing bank only]*:
		CHASUS33ICM	

Reporting SWIFT Message Type: *(Tick appropriate boxes)*	MT940 – detailed end of day ☐	MT942 – detailed intraday ☐
	MT950 – summary end of day ☐	MT900/910 – Debit/Credit Confirmations ☐

Electronic Account Formats

Account No.	Currency	Account No. *[Executing bank use only]*: *(Per Field 50H of MT101 or Field 50/53B of MT103)*	Account No. *[Executing bank use only]*: *(Per Field 25 of MT940, MT950, MT942, MT900, MT910)*

Signed for and on behalf of _____

Full Bank Name

_____

Authorised Bank Signature

Name:

Title:

Date:

	eGAINS Processing Schedule	
	January 2009	
1st BUSINESS DAY OF EACH CALENDAR MONTH **2 January**	Month-end accounting completed for the prior calendar month.	Preliminary month-end reports available. Daily reports begin for current month.
7th BUSINESS DAY OF EACH CALENDAR MONTH **12 January**	8:00 p.m. (Eastern Prevailing Time) deadline for Executing Party to make corrections and adjustments to data within eGAINS.	
15TH BUSINESS DAY OF EACH CALENDAR MONTH **22 January**	8:00 p.m. (Eastern Prevailing Time) deadline for Clearing Broker(s) to accept amended data or reject the information in eGAINS. Data not in a "rejected" status on eGAINS at this time is deemed accepted by the applicable Clearing Broker(s).	
16TH BUSINESS DAY OF EACH CALENDAR MONTH **23 January**	FIA Tech enters debit instructions with the applicable Bank(s). On eGAINS, System User will have access to end-of-cycle Payment Summary Report that reflects final payment amounts including any adjustments made during the payment review period and debits and credits for the current month.	Final reports and data files available via eGAINS.
17TH BUSINESS DAY OF EACH CALENDAR MONTH **26 January**	Clearing Brokers' accounts are debited. This represents the first day of the Float Period.	
LAST BUSINESS DAY OF THE FLOAT PERIOD **21 April**	Executing Parties' accounts are credited.	
LAST BUSINESS DAY OF EACH CALENDAR MONTH **30 January**	Last day for System User to submit or change Exhibit A banking information.	By written notice to FIA Tech.

	eGAINS Processing Schedule	
	February 2009	
1st BUSINESS DAY OF EACH CALENDAR MONTH **2 February**	Month-end accounting completed for the prior calendar month.	Preliminary month-end reports available. Daily reports begin for current month.
7th BUSINESS DAY OF EACH CALENDAR MONTH **10 February**	8:00 p.m. (Eastern Prevailing Time) deadline for Executing Party to make corrections and adjustments to data within eGAINS.	
15TH BUSINESS DAY OF EACH CALENDAR MONTH **20 February**	8:00 p.m. (Eastern Prevailing Time) deadline for Clearing Broker(s) to accept amended data or reject the information in eGAINS. Data not in a "rejected" status on eGAINS at this time is deemed accepted by the applicable Clearing Broker(s).	
16TH BUSINESS DAY OF EACH CALENDAR MONTH **23 February**	FIA Tech enters debit instructions with the applicable Bank(s). On eGAINS, System User will have access to end-of-cycle Payment Summary Report that reflects final payment amounts including any adjustments made during the payment review period and debits and credits for the current month.	Final reports and data files available via eGAINS.
17TH BUSINESS DAY OF EACH CALENDAR MONTH **24 February**	Clearing Brokers' accounts are debited. This represents the first day of the Float Period.	
LAST BUSINESS DAY OF THE FLOAT PERIOD **21 May**	Executing Parties' accounts are credited.	
LAST BUSINESS DAY OF EACH CALENDAR MONTH **27 February**	Last day for System User to submit or change Exhibit A banking information.	By written notice to FIA Tech.

	eGAINS Processing Schedule	
	March 2009	
1st BUSINESS DAY OF EACH CALENDAR MONTH **2 March**	Month-end accounting completed for the prior calendar month.	Preliminary month-end reports available. Daily reports begin for current month.
7th BUSINESS DAY OF EACH CALENDAR MONTH **10 March**	8:00 p.m. (Eastern Prevailing Time) deadline for Executing Party to make corrections and adjustments to data within eGAINS.	
15TH BUSINESS DAY OF EACH CALENDAR MONTH **20 March**	8:00 p.m. (Eastern Prevailing Time) deadline for Clearing Broker(s) to accept amended data or reject the information in eGAINS. Data not in a "rejected" status on eGAINS at this time is deemed accepted by the applicable Clearing Broker(s).	
16TH BUSINESS DAY OF EACH CALENDAR MONTH **23 March**	FIA Tech enters debit instructions with the applicable Bank(s). On eGAINS, System User will have access to end-of-cycle Payment Summary Report that reflects final payment amounts including any adjustments made during the payment review period and debits and credits for the current month.	Final reports and data files available via eGAINS.
17TH BUSINESS DAY OF EACH CALENDAR MONTH **24 March**	Clearing Brokers' accounts are debited. This represents the first day of the Float Period.	
LAST BUSINESS DAY OF THE FLOAT PERIOD **19 June**	Executing Parties' accounts are credited.	
LAST BUSINESS DAY OF EACH CALENDAR MONTH **31 March**	Last day for System User to submit or change Exhibit A banking information.	By written notice to FIA Tech.

Print Form

Notice: In order for an institution to participate in the FIA Electronic Give-Up Agreement System (EGUS), the **Adherence to the FIA System User Agreement** must be completed. The Adherence document, among other things, asks you to acknowledge that agreements executed on the system are legally binding in the same way that physical documents are. In addition, each System User will be asked to click-through the **System User Agreement** as each Person accesses the system. The System User Agreement is posted on the FIA web site at http://www.futuresindustry.org/egus-2752.asp.

Please complete the Adherence document and return it to the address listed below. The signed document must be mailed; it cannot be faxed or emailed. Once FIA receives this document, we will contact you to provide access.

EGUS DOCUMENTATION
Futures Industry Association
2001 Pennsylvania Ave. NW, Suite 600
Washington, DC 20006-1823
Phone: 202-466-5460

Adherence to the FIA System User Agreement

System User hereby applies to use the Futures Industry Association's ("FIA") Give-Up Agreement ("GUA") system and other related web-services which may be offered by the FIA or its suppliers (collectively, the "Service").

The System User agrees that the terms of this document, the signature page, the online System User Agreement, the relevant posted Service fees, and any automated click-through terms shall comprise the "Agreement"[1] that governs access to and use of the Service. System User confirms it reviewed and agrees to the on-line System User Agreement (as available at http://www.futuresindustry.org/egus-2752.asp).

As the GUA system is merely an automated alternative to the current methods of documenting GUAs, nothing in the Agreement shall affect the terms of the GUA or any other terms upon which System User(s) may agree.

I. Specific Terms

System User agrees that GUA(s) executed through the Service shall be deemed to be "in writing" and to have been "signed" for all purposes and that any electronic record of any such GUA will be deemed to be in "writing." System User will not contest the legally binding nature, validity, or enforceability of any GUA executed through the Services based on the fact that it was entered and executed electronically and expressly waives any and all rights it may have to assert any such claim.

System User agrees and acknowledges that the FIA shall have no involvement in and no responsibility or liability related to any GUA.

System User agrees that the FIA may disclose the identity of those System User(s) whom are executing or clearing brokers or dealers. System User agrees to allow the FIA to make available on the system and to use any individual's contact information provided by the System User.

System User agrees that the on-line System User Agreement may be amended from time to time, including the posted Service fees; and, further agrees that such amendments shall be binding on System User upon continued use of the Services. To the extent that the FIA sends out notices, it will notify the Administrator (defined below).

[1] System Users who are supporting FCMs should understand that this Agreement is referred to as a "subscriber agreement" in the commitment letter between the FCM and the FIA.

System User represents and warrants that it is authorized to bind any other Person (defined in the System User Agreement) authorized by the undersigned to use the Services on System User's behalf, including authorized employees, designees, agents, or affiliates.

System User represents that this Agreement constitutes a valid and legally binding obligation enforceable in accordance with all of its terms.

Signature: This Agreement is executed by System User's duly authorized signatory below.

Printed name of System User (insert corporate entity's full name): _____

Name of authorized signatory: _____

Title of authorized signatory: _____

Email address: _____

Signature_____

Date: _____

II. Administrator Details: System User hereby appoints the person named below as its administrator for the purpose of administering System User's access to the Service ("Administrator"). System User represents that the Administrator has the internal authority to give access to the Service to only those individuals authorized by System User. System User agrees that the Administrator is solely responsible for controlling and monitoring the use of passwords and that the Administrator will keep such information current. The System User acknowledges and agrees that it will be bound by any actions taken through the use of passwords issued to it, including the execution of GUAs, whether or not such actions were authorized, unless solely through the gross negligence or willful misconduct of the FIA.

Administrator Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Billing Contact (the following is System User's billing contact information):

Name: _____

Address: _____

Telephone: _____Fax: _____

E-mail: _____

Party Role (please check all that apply): ☐ Executing Broker ☐ Clearing Broker ☐ Customer ☐ Trader

☐ I am a customer/trader and wish to take advantage of the optional storage feature (please note that there is a fee associated with this option).

Do you have staff located in Washington, DC who will be using EGUS? ☐ Yes ☐ No